



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA CITY COUNCIL MEETING JUNE 9, 2020

**6:00 PM, Shores Community Center, 3000 Bellemead Drive
Daytona Beach Shores, FL 32118**

Upon being recognized, a member of the public shall proceed to the podium and give his or her name and address and may, thereafter, speak for a maximum of three minutes on any matter relevant to a specific agenda item. During "Audience Comments," a member of the public may speak on any matter relevant to City business which is not on the agenda, for a maximum of three minutes in accordance with Section 2-1.1(d) and 2-2 of the City Code. In accordance with Section 2-2, during periods set aside for public discussion any person desiring to speak shall secure a form located at the agenda table, complete the form and present it to the City Clerk so the speaker can be recognized by the presiding officer. The use of profanity, obscene language, threats or any violent or abusive conduct by any person shall constitute a violation of this section. It shall be the duty of the Director of Public Safety, upon the order of the presiding officer at any such meeting, to forcibly, if necessary, evict any person violating the provisions of this section from the Council Meeting Hall. Any such violation shall subject the offender, upon conviction thereof, to a fine and/or imprisonment as prescribed by Section 1-8.

1. CALL TO ORDER BY MAYOR

2. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

A. Presentation by Evergreen Consultants regarding pay and compensation study

6. APPROVAL OF MINUTES

A. City Council Legal Presentations May 22, 2020

B. City Council Minutes May 26, 2020

7. CONSENT AGENDA:

- A. Community Services April, 2020 Monthly Report
- B. Building Division Monthly Report, April 2020

8. REPORTS OF THE CITY ATTORNEY:

9. REPORTS OF THE CITY MANAGER:

- A. City Manager Report June 9

10. OLD BUSINESS:

11. NEW BUSINESS:

- A. Economic Development Grant Application 12019041: Millie's Kitchen, LLC - Outdoor Dining Gazebo - 3218 S. Atlantic Avenue
- B. FY 2019-20 Budget Amendment for Re-entry into Florida Retirement System
- C. Ordinance 2020-07 related to prohibited parking on S. Atlantic Avenue
- D. Approval of Contract with Vose Law Firm LLP for Legal Services

12. COUNCIL COMMENTS:

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

15. ADJOURNMENT:

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE OR SHE MAY NEED TO ENSURE AT HIS OR HER OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE OF THE PROCEEDINGS UPON WHICH THE APPEAL IS TO BE BASED.

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF DAYTONA BEACH SHORES, 2990 S. ATLANTIC AVENUE, DAYTONA BEACH SHORES, FLORIDA 32118, TELEPHONE NUMBER 386-763-5364,

CSCHWAB@CITYOFDBS.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 711 or 1 800 955 8771.

UPON REQUEST BY A QUALIFIED INDIVIDUAL WITH A DISABILITY, THIS DOCUMENT WILL BE MADE AVAILABLE IN AN ALTERNATE FORMAT. IF YOU NEED TO REQUEST THIS DOCUMENT IN AN ALTERNATE FORMAT, PLEASE CONTACT THE CITY CLERK WHOSE CONTACT INFORMATION IS PROVIDED ABOVE.

MINUTES
CITY COUNCIL MEETING
May 22, 2020
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

Present: Councilmember Michael Politis, Mayor Nancy Miller, Vice Mayor Richard Bryan, Councilmember Richard Frizalone, Councilmember Mel Lindauer

Staff: City Manager Michael T. Booker, City Clerk Cheri Schwab, Community Services Director Fred Hiatt.

2. ROLL CALL BY CITY CLERK

3. NEW BUSINESS:

A. 1:30 pm Presentation by Shephard, Smith, Kohlmyer & Hand Law Firm

Attorneys Clifford Shepard and Patrick Brackins gave a presentation to the City Council. They stated the firm had over 30 years of experience with 22 years of municipal practice. They are board certified. The firm currently represents the City of Ponce Inlet and a brief overview of the recent Pancetta lawsuit was provided. The firm stated they had experience with development agreements. CMBR Politis felt the rate of \$225 per billable hour was fair and they would provide a detailed invoice. The firm would have no problem working with city staff and could attend the Economic Development Committee meetings when needed. The council inquired about utilizing a flat rate each month. The quote provided was an average of the last 12 months current legal fees. That amount was \$10,900. Being billed for travel time was also discussed of which the council was not entirely in favor.

Once the attorneys left the room, the council held a brief discussion. Overall, council felt the firm was qualified and could work well with staff. CMBR Lindauer felt the fees were high and was not in favor of paying for travel time. CMBR Frizalone was unhappy with the fees charged to Ponce Inlet on the Pancetta lawsuit.

B. 2:30 pm Presentation by Vose Law Firm

Attorneys Becky Vose and her son Wade Vose spoke for the firm. The firm includes four attorneys with a good municipal background. Ms. Vose explained that she has also worked as a mediator and with special councils. The firm stays out of the politics and provides sound legal advice. Mr. Vose stated that he enjoyed working on charter review and land use. The firm provided the two fee proposals as required. The hourly rate was \$165 per billable hour but they prefer the flat rate of \$8,750 per month that includes everything. When asked how that fee was determined, Ms. Vose explained that it seemed appropriate for the size and complexity of the city. Council inquired as to the number of former clients. Ms. Vose stated that they work for the City Council and sometimes when a council changes after an election, so does the law firm.

A brief discussion was held by the council. They all felt the firm was well qualified and was in favor of the all inclusive price with no extra for travel.

C. 3:30 pm Presentation by Douglas Law Firm

Attorneys Charlie Douglas and Lex Taylor spoke on behalf of the firm. They are both Florida natives and recently began representing the City of St. Augustine Beach. A brief overview of their full service law firm was provided. Currently, they also represent a school board. Mr. Douglas explained that the firm could work under a flat fee or billable hourly rate. When asked how the flat fee was determined, it was explained it is just slightly higher than the St. Augustine Beach rate for insurance purposes.

There was no further discussion by the council regarding the firm.

4. ADJOURNMENT:

The council discussed the three firms and their presentations. The different flat rate amounts were considered. It was a unanimous decision to select the Vose Law Firm for the city's legal services.

The meeting ended at 3:55 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
MICHAEL T. BOOKER**

ATTEST:

CITY CLERK, CHERI SCHWAB

**MINUTES
CITY COUNCIL MEETING
May 26, 2020
3000 Bellemead Drive, Daytona Beach Shores, FL 32118**

1. CALL TO ORDER BY MAYOR

Present: Mayor Nancy Miller, Councilmember Mel Lindauer, Vice Mayor Richard Bryan, Councilmember Richard Frizalone, Councilmember Michael Politis

Staff: City Manager Michael T. Booker, City Clerk Cheri Schwab, City Attorney William Colbert, Community Services Director Fred Hiatt, City Planner Stewart Cruz, Finance Director Kurt Swartzlander, and Public Safety Director Stephan Dembinsky.

2. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

6. APPROVAL OF MINUTES

A. City Council Minutes April 28, 2020

VICE MAYOR RICHARD BRYAN moved, seconded by COUNCILMEMBER MEL LINDAUER to Approve the City Council Minutes April 28, 2020.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Richard Bryan, Councilmember Richard Frizalone, Councilmember Mel Lindauer, Councilmember Michael Politis

7. CONSENT AGENDA:

A. April Public Safety monthly report

COUNCILMEMBER MICHAEL POLITIS moved, seconded by COUNCILMEMBER MEL LINDAUER to Approve the consent agenda.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Richard Bryan, Councilmember Richard Frizalone, Councilmember Mel Lindauer, Councilmember Michael Politis

8. REPORTS OF THE CITY ATTORNEY:

Attorney Colbert explained that although the governor extended his emergency order to allow virtual meetings, he recommended returning to in-person meetings next month. He

reported that there are law firms out there holding seminars to challenge public participation during a virtual meeting. He complimented the council on their choice for the next City Attorney. He felt the Vose Law Firm was competent and would work with them to ensure a smooth transition. He appreciated representing the city for the last 20 years. He stated that he has enjoyed working with the city officials, the City Manager, and staff.

9. REPORTS OF THE CITY MANAGER:

A. City Manager Report May 26

City Manager Michael Booker thanked Mr. Colbert for all the sound legal advice the city had received from the firm. He announced that City Hall would reopen once the glass barriers were installed. Staff would be returning on June 1 and would be able to meet with the public by appointment only. At this time, the Community Center will remain closed until social distancing can be obtained. The monthly free concerts are still suspended. Halifax Urgent Care was holding a pre-bid meeting on Friday, May 29th. Finally, he reported that once the maintenance staff had returned and caught up on their work, they would be able to continue work on the bocci and shuffleboard courts.

10. OLD BUSINESS:

11. NEW BUSINESS:

A. Resolution 2020-03: Supporting and accepting the Volusia County Local Mitigation Strategy Plan and Flood Management Plan.

City Planner Stewart Cruz explained to the council that this was a requirement that was renewed each year. It enables the city to keep flood insurance premiums lower for the residents.

COUNCILMEMBER MEL LINDAUER moved, seconded by VICE MAYOR RICHARD BRYAN to Adopt Resolution 2020-03 on first reading.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Richard Bryan, Councilmember Richard Frizalone, Councilmember Mel Lindauer, Councilmember Michael Politis

B. Special Exception Extension Request by WD Plaza, LLC for a one year extension of an existing Concession Parking Ancillary Facility at 2200 S. Atlantic Avenue.

City Planner Stewart Cruz explained this was the third year of five that are allowed for the ancillary parking.

VICE MAYOR RICHARD BRYAN moved, seconded by COUNCILMEMBER MEL

LINDAUER to Approve Special Exception Extension Request by WD Plaza, LLC for a one year extension.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Richard Bryan, Councilmember Richard Frizalone, Councilmember Mel Lindauer, Councilmember Michael Politis

12. COUNCIL COMMENTS:

Mayor Miller reported that interviews were held on May 22nd with the three law firms who responded to the recent RFP for legal services. The council unanimously chose the Vose Law Firm to begin on June 1st.

COUNCILMEMBER MICHAEL POLITIS moved, seconded by COUNCILMEMBER MEL LINDAUER to Approve the selection of the Vose Law Firm to provide legal services to the city.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Richard Bryan, Councilmember Richard Frizalone, Councilmember Mel Lindauer, Councilmember Michael Politis

CMBR Lindauer reminded the citizens to social distance when they are playing pickleball or just out in stores.

Vice Mayor Bryan inquired about an ordinance that would prohibit delivery trucks and moving vans from parking near a pedestrian crosswalk. This item will be given to the new law firm to begin drafting.

Mayor Miller explained that the committee for the census would begin meeting again.

The city is currently in last place for responses in Volusia County. The committee would focus on residents in both the northern and southern ends of the city.

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

15. ADJOURNMENT:

The meeting ended at 6:29 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
MICHAEL T. BOOKER**

ATTEST:

CITY CLERK, CHERI SCHWAB

COMMUNITY SERVICES DEPARTMENT

MONTHLY REPORT - APRIL 2020

FACILITIES MAINTENANCE DIVISION:

Currently three positions.

Normal monthly duties:

This division is responsible for setting up and cleaning rooms for all rentals and City activities for the Senior Center, Tile Room, Council Chambers, Community Center, City Hall, and Public Safety. Two of the employees have janitorial type duties, like emptying the trash and cleaning the bathrooms in all the buildings, vacuuming the floors, dusting and taking care of whatever else is needed regarding the city buildings' cleaning needs. One employee has the maintenance type duties. He assesses any problems reported with the buildings and handles the repair if it is within his ability. He now has an a/c certification so replacing the filters he can do a lot of the repairs inhouse. He replaces light bulbs, cleans the outside windows, paints and any other general maintenance needed with the city buildings.

Additionally, this month:

The building maintenance technician is back to work and catching up for lost time. This division was also placed on a split shift schedule to reduce exposure and ensure the safety of the employees due to the COVID 19 Pandemic.

PARKS/STREETS DIVISION:

Currently short one position so eleven maintenance positions and one electrician position.

Normal monthly duties:

This division takes care of the maintenance, upkeep and general appearance of all the parks, streets, sidewalks and medians daily. They

mow, change out lights, restock supplies, replace plants as needed, replace or repair street signs, check and clear the storm drains, as well as any other issues that may arise in the city. Although there are two divisions, they now all share in the normal monthly duties.

[Additionally, this month:](#)

The division continued working a split shift, started spring fertilizing, seeded the dog park while it was closed, mulched and planted new flowers. Of course, they continue to disinfect city areas daily in addition to their normal daily duties. The electrician assisted the sewer department with a transfer switch and master station generator wiring as well as handling 51 power line locates this month.

[SEWER DIVISION:](#)

Currently four positions.

[Normal monthly duties:](#)

This division maintains and checks all the sewer stations daily, they do all the general maintenance of the sewer stations, generators and the property the stations are located on. This includes mowing and general outside maintenance as well as cleaning the pump areas, wet wells and floats. The division also maintains the manholes in the city, delivers past due sewer bill notices for finance every month, does cooling tower readings quarterly and has two employees in the division that are animal control officers.

[Additionally, this month:](#)

The division also continued working a split shift schedule, assisted in replacing the generators at the master station and city hall and installed a new transfer switch at station 5. They pulled a pump from station 4 and sent it to Orlando for a rebuild, changed out the solenoid valve at the master station, replaced the clean out cap at 3612 A1A, handled 4 animal control calls, 2 pool readings and 65 sewer line locates during this month.

City of Daytona Beach Shores

Planning & Building Division Statistics

Monthly Report – April, 2020

Planning Division

Site Plans - Submittals and Approvals:

Submitted this Month: 0
 Submitted this Fiscal Year: 5
 Approved by Staff this Month: 1
 Approved by Staff this Fiscal Year: 6
 Approved by City Council this Month: 0
 Approved by City Council this Fiscal Year: 0
 Amendments Approved by Staff this Fiscal Year: 0

Building Division

Specific Large Projects (Over \$10,000) - Submitted This Month:

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Souders Residence	2625 South Atlantic Avenue, Unit 20SE	4/1	Replace heat pump, texture walls	\$10,550.00	\$120.50
Peninsula Condo	2545 South Atlantic Avenue	4/2	Replace glass on atrium and west elevation	\$1,534,160.00	\$4,632.14
Eddsfleet Corporation	2625 South Atlantic Avenue, Unit 16SE	4/2	New cabinets, move shower and bedroom wall	\$19,000.00	\$177.58
Fruhworth Residence	2941 Oceans Trace	4/2	Replace windows	\$16,399.00	\$166.82
Ajani Residence	2947 South Atlantic Avenue, Unit 806	4/3	Replace windows and doors	\$24,400.00	\$209.87
Kern Residence	2947 South Atlantic Avenue, Unit 601	4/3	Replace windows and doors	\$17,900.00	\$172.20
Medeiros Residence	2947 South Atlantic Avenue, Unit 1504	4/3	Replace windows	\$15,700.00	\$161.50
Gerow Residence	2947 South Atlantic Avenue, Unit 403	4/3	Replace windows and doors	\$14,300.00	\$154.75
Ajani Residence	2947 South Atlantic Avenue, Unit 1801	4/3	Replace windows and doors	\$21,600.00	\$193.73
Chase Bank	2970 South Atlantic Avenue	4/7	Install metal panel roof on new building	\$75,000.00	\$494.31
Sea Club IV	3229 South Atlantic Avenue	4/8	Install new store front	\$22,500.00	\$199.11
Li Residence	3003 South Atlantic Avenue, Unit 16C5	4/8	Replace 1 sliding glass door	\$14,537.00	\$154.75

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Hilliard Residence	3807 South Atlantic Avenue, Unit 402	4/8	Replace 1 sliding glass door	\$10,990.00	\$120.55
MAX Daytona	1903 South Atlantic Avenue	4/9	Underground plumbing	\$120,000.00	\$97.75
Holstein Residence	3043 South Atlantic Avenue, Unit 2205	4/9	Replace window and door	\$16,600.00	\$166.82
Seychelles Condo	3855 South Atlantic Avenue	4/9	Re pipe fire sprinkler system on 15 th floor	\$44,774.00	\$313.95
Escudero Residence	3034 South Peninsula Drive	4/9	Remove old dock and replace with new dock design	\$23,000.00	\$199.11
Wiggins Residence	228 Florida Shores Boulevard	4/9	Remodel master bathroom, new shower and vanity	\$12,000.00	\$129.10
Gillin Residence	3311 South Atlantic Avenue, Unit 1504	4/9	Remodel kitchen, cabinets and counter tops	\$28,200.00	\$232.38
Watts Residence	2515 South Atlantic Avenue, Unit 808	4/9	Remodel kitchen and 3 bathrooms	\$49,000.00	\$346.40
Oceans One Condo	3051 South Atlantic Avenue	4/14	Concrete stucco and crack repair	\$615,920.00	\$2,503.02
Holstein Residence	3043 South Atlantic Avenue, Unit 2205	4/15	Kitchen remodel	\$11,000.00	\$120.55
Cooke Residence	2625 South Atlantic Avenue, Unit 12ANE	4/16	Expand kitchen, tub to shower, texture walls	\$24,000.00	\$204.49
Maine Residence	3425 South Atlantic Avenue, Unit 703	4/16	Install 4 motorized roll down hurricane shutters	\$18,333.00	\$177.58
Royal Atlantic Condo	3743 South Atlantic Avenue	4/17	Concrete restoration and waterproofing	\$288,325.00	\$1,391.86
Zelemyer Residence	2947 South Atlantic Avenue, Unit 206	4/20	Replace window and door	\$17,950.00	\$172.20
Keough Residence	2625 South Atlantic Avenue, Unit 10SE	4/21	New cabinets throughout, tray ceiling in kitchen	\$15,500.00	\$161.50
Swoyer Residence	2625 South Atlantic Avenue, Unit 9NE	4/21	Expand kitchen, replace cabinets, tub	\$21,550.00	\$193.73
Chippero Residence	2967 South Atlantic Avenue, Unit 1401	4/22	Kitchen remodel, remove interior partitions, raise ceiling	\$20,500.00	\$188.34
Sea Fern Condo	3807 South Atlantic Avenue	4/27	Concrete restoration of balcony and walkway decks	\$73,230.00	\$488.39
Locke Residence	2 Oceans West Boulevard, Unit 905	4/27	Install 3 motorized hurricane shutters	\$14,028.00	\$154.75
Dandorf Residence	2 Oceans West Boulevard, Unit 1405	4/27	Install 3 motorized hurricane shutters	\$14,459.00	\$154.75
TOTALS	WORK ADDRESS	DATE	WORK DESCRIPTION	\$3,225,355.00	\$14,354.55

Building Division Revenue by Permit Category:

PERMIT TYPE	APRIL 2020	FISCAL YEAR-TO-DATE 2019 TO 2020	APRIL 2019	LAST FISCAL YEAR-TO-DATE 2018 TO 2019
BUILDING	\$15,055.17	\$92,343.87	\$15,411.12	\$78,588.50
ROOF	\$494.31	\$8,624.75	\$704.40	\$12,677.19
DEMOLITION	\$0.00	\$240.00	\$0.00	\$0.00
ELECTRICAL	\$1,219.50	\$15,756.84	1,440.50\$	\$12,498.47
MECHANICAL	\$1,134.10	\$14,349.16	\$3,602.16	\$18,154.12
PLUMBING	\$1,876.45	\$16,447.42	\$2,721.70	\$17,998.16
SIGN	\$254.63	\$1696.09	\$267.75	\$1,618.53
POLITICAL SIGN BONDS	\$200.00	\$220.00	\$0.00	\$0.00
STORMWATER MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00
MISCELLANEOUS	\$114.25	\$2,250.	\$307.28	\$1,227.94
DEVELOPMENT FEES	\$50.00	\$3,082.90	\$990.00	\$3,950.00
PROMOTIONAL ACTIVITIES	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$20,398.43	\$155,011.03	\$25,444.91	\$146,712.91

Building Division Activities:

ACTIVITY	APRIL 2020	FISCAL YEAR-TO-DATE 2019 TO 2020	APRIL 2019	LAST FISCAL YEAR-TO-DATE 2018 TO 2019
INSPECTIONS	139	1676		
FINAL CERTIFICATES OF OCCUPANCY ISSUED	0	2	277	1559
TEMPORARY CERTIFICATES OF OCCUPANCY ISSUED	0	0	0	0
FINAL INSPECTIONS	64	971	152	1097
FAILED INSPECTIONS	3	105	12	158

Annual Totals, Large Projects (Over \$10,000):

Projects Begun Current Fiscal Year-to-Date – 2019 to Present: \$18,017,379.00

Projects Begun Last Fiscal Year – 2018 to 2019: \$39,968,375.00

Projects Begun Two Fiscal Years Ago – 2017 to 2018: \$24,944,320.00



CITY OF DAYTONA BEACH SHORES

"Life Is Better Here"

Office of the City Manager

Phone (386) 763-5373 Fax (386) 763-5360

MEMORANDUM

DATE: June 9, 2020

TO: City Council: Mayor Nancy Miller; Vice Mayor Richard Bryan,
Council Member Rick Frizalone; Council Member Mel Lindauer, and
Council Member Michael Politis

FROM: Michael T. Booker, City Manager *MTB*

SUBJECT: City Manager Report – June 9, 2020

County Business Grant Program:

- To date, 52 Shores businesses have applied to the program. Unfortunately, some businesses fell through the cracks because they did not realize BTR's (Business Tax Receipts) needed to be current with both the City and the County. Stacy has been working diligently to publicize the program and help those in need of assistance. For your convenience, I have attached the list of those who have applied.

City Opening Update:

- The City is fully staffed and "sneeze guards" have been installed on the first and second floors of City Hall. However, until the State moves into Phase II, I have not resumed any indoor activities in the Community Center. Outdoor activities such as tennis, pickleball, basketball and playgrounds are open. Once we are caught up with our routine work, we will re-commence construction of our bocce ball courts. After that relocation, our sixth tennis court can be installed.

Volusia County Virus Updates:

- Attached are two documents: The first provides a summary of virus statistics with some demographic information you may find interesting. Reported cases in the county continue to be below those cases reported statewide (as a percentage of population). The second document from FloridaHealth.gov shows how "contact tracking" is performed. It is an arduous and labor-intensive task as you can see.
- Please continue to exercise proper precautions as health dangers persist and I encourage everyone to remain vigilant and use common sense.

6/3/2020

Generaion X	5/14/2020	Recommended approval Left comments for Volusia to review regading 941 form and vague comments regading re-opening for Volusia to look at.	5/15/2020 10:24AM Reference # 12715926**6:03PM after more clarification from the County made commets for them to look at 941
Mike's Gift Shop	5/14/2020	Recommended approval reference #12715978	Recommended approval 5/15/2020 10:34AM Reference #12715978
A1A Shipping	5/14/2020	Recommended approval reference #12731891	Emailed and Left message 9:53AM Volusia BTR and Form 941 needed received VBTR and 941 recommended approval.
Omkara Investments Atlantic Ocean Palm nn	5/14/2020	Recommended approval reference #12733199	reseaching Sunbiz Recimmeded approval reference #12718426
Pirate's Island	5/14/2020	Recommended approval reference # 12718426	Recommended approval 6:39PM 5/15/2020 Reference #12718426
Ocean Coast View Investments Atlantic Shores Motel	5/14/2020	Recommended approval redereence#12718500	Recommended approval 5/15/2020 Reference #12718500
DAK Management YaYa's Beachside Bar	5/14/2020	Recommended approval reference #12733541	Sent an email asking for Volusia BTR (I gave them the link) I asked their estimed opeing date. 5/8/2020 David Kiswiney called he is working on it. 5/19/2020 sent second email for he emailed the information 5/19/2020
Dream Inn Inc	5/14/2020	Recommended approval reference #12739770	Emailed at 7:52PM 5/15/2020 they upladed a 940 and not 941*waiting on an answer from Volusia regading 941 **3rd party payroll
Flamingo Inn Inc	5/14/2020	Recommended for approval reference #12767353	Emailed at 8:13PM 5/15/2020 They say they do not file 941 I asked I they lease employees with n response as of 5/19/2020 Based on Volusia comments W9 can be used approved with comments
Ocean Shore Properties Famous Shores Motel	5/14/2020	Recommended Approval reference #12779750	Emailed for Volusia BTR 5/19/2020 2:45PM. 05/26/2020 1:48PM He emailed and will get BTR Stewart noticed the summary for re-open was not captured 05/8/2020 he emailed BTR
Countrysde DBA Salon Alyses Tropical Salon	5/14/2020	Recommended approval reference #12718758	Recommended approval 5/15/2020 8:35PM
Family Custom Charters	5/14/2020	Recommended Denial Reference #12738124	5/5/020 Emailed for the re-open date 5/19/2020 emailed county for brick and mortar clarification. Spoke with Brad from the County he said not Brick and Mortar #12738124
P & J Barber Shop	5/14/2020	Recommended Approval reference #12738163	Sole proprietor recommended with notes of no 941
Daytona Board Store	5/14/2020	Recommended approval reference # 12724793	Missing BTR spoke with The Shop and asked for VBTR. 9:39AM 5/15/2020***Received VBTR at 6:57PM 5/15/2020
Micks Beach Hideaway Inc	5/14/2020	Recommended Approval reference #12739356	Provided a W9 not 941 need clarification it is my understanding a 941 s required. Volusia said it can be approved with notes for the County to look a.
Bhana Corp Grand Prix Motel	5/14/2020	Recommended Approval Reference #12724914	reommeded approval 05/17/2020 9:30PM
Sandiper Gift Shop	5/14/2020	Recommended Approval Reference # 1272495	Recommended approval 5/17/2020 9:50PM
Cherise's Hair & Nail	5/14/2020	Recommended Appoval Reference #12724939	Recommended Approval 5/17//2020 9:55 PM
Congo River Golf	5/14/2020	Recommended approval Reference #12739785	reseaching Sunbiz recommended approval
D Hands Enterprises Ocean Court Motel	5/14/2020	Recommended Approval Refernce #12724955	Recommended Approval 05/17/2020 10:04PM
Purucker Restaurants Cracked Egg	5/14/2020	Recommended approval reference #12739218	Recommended approval 05/20/2020 HAD TO RESEARCH 28 EMPLOYEES (only 2 fullime) approve

Club Sea Oats	5/14/2020	Recommended DENIAL reference #12738269	Pending denial 05/17/2020 10:30P Non profit applying
Fratellis Pizza	5/14/2020	PENDING	Emailed and asked for Volusia BTR and City BTR 5/17/2020 RETURNED 10:44PM bad email address on file got a good email address 05/20/2020 emailed for both BTR 05/29/2020 emailed final notice for missing items. 5/29/2020 called he said he opened email but didn't read it. He said he would get me the btr's. 6/1/2020 Emailed WITH A HARD DEADLINE OF 6/3/2020 FOR DENIAL IF NOT RECEIVED
Chuckles LLC	5/14/2020	Recommended approval reference #12739760	Missing Volusia BTR W9 instead of 941. 941 Required Emailed 5/20/2020 for Volusia BTR
Mary's Skn Care DBA Maralash LLC	5/14/2020	RECOMMENDED DENIAL reference #12737975	no 941 Spoke with Brad in Volusia he recommended denial not brick ad mortar inside of Cherise's Salon as contractor Emailed the County to LOOK at the denial after yesterdays conference call.
Hair Waves	5/14/2020	Recommended approval reference #12739059	SUNBIZ ISSUE RESEARCHING Recommended approval 5/20/2020 4:44 PM
Doc Green Well	5/14/2020	Recommended approval reference #12739174	Emailed them for VBTR reasons they say they are exempt they say they have no 941 provided reference #20200500018
Titan Partners Beachside Hotel	5/14/2020	Recommended Approval reference #12739205	researching Sunbiz W9 not 941 recommended approval stated no 941
Pickleball Bella, LLC	5/16/2020	Recommended approval reference #12739238	Emailed for the BTR they gave me reference #202005140043 NO 941
Millie's	5/19/2020	**NOT RECEIVED** Chris said applied 5/14/2020 Received 05/20/20 Recommended approval of application #12708285 his 1st application 05/21/2020 reference #12741883	Sent an email to Volusia and Daytona looking for the application 5/19/2020 3:03PM 05/21/2020 Contacted Millie's VTR for Volusia missing. He re-did his application when it was missing so there are currently 2 applications. They sent VBTR 202005210008
Daytona Diner	5/20/2020	**Not RECEIVED** Linda said applied 5/14/2020 Received 05/20/20 Received 05/20/2020 RECOMMENDED APPROVAL reference #12742040	Received after mailing Volusia 05/20/2020. I contacted her for form 941 she uses formsite and it would not upload. She sent the 941 to my email.
Coastal Lending	5/20/2020	Recommended approval reference #	Not Received yet found on 32118 spreadsheet emailed Volusia received 05/21/2020 from Virgil in Volusia 5/21/2020 7:06PM received from Virgil at Volusia County. Emailed Coastal for BTR and clarification of Stewarts questions regarding employee times. 5/29/2020 received BTR and explanation Recommended approval 6/1/2020
Cow Lick's	5/20/2020	Recommended approval reference #12741999	Not Received yet found on 32118 spreadsheet emailed Volusia RECEIVED from Pedro Volusia County Received 05/15/2020 emailed or Volusia BTR and re-open date They emailed VBTR and date open 05/29/2020. Recommended approval 7:19PM 05/21/2020
Holiday Shores Condominium Holiday Shores Beach Club	5/20/2020	Recommending Denial NON PROFIT reference #12749475	Not Received yet found on 32118 spreadsheet emailed Volusia Received From Pedro Volusia County Saturday 05/23/2020 8:24PM 05/26/2020 1:53PM Emailed Helga for instructions on non profits.

JetSet Tattoos	5/20/2020	Tracking	Not Received yet found on 32118 spreadsheet emailed Volusia app #12708579 left a message for Virgil to try to track down application. 5/29/2020 Spoke with Virgil he said Pedro would have it. Waited until 6/2/2020 and emailed Pedro. Pedro called and said he would look for this application. Pedro sent an email that he found the application and would forward. Got the email. The application came and the 941 would not upload from the site they were using. The Volusia BTR was not received.
Just Relax	5/20/2020	PENDING	Not Received yet found on 32118 spreadsheet emailed Volusia 12708234app # left Virgil VM trying to track application down received from Pedro at Volusia 05/29/2020 6/1/2020 emailed Just relax for Their City BTR they sent one from South Daytona not Daytona Beach Shores and have asked for the County BTR.
Oceans Luxury Realty	5/20/2020	Pending	Not Received yet found on 32118 spreadsheet emailed Volusia Received 05/28/2020 from Pedro at Volusia 11:50Am NO Volusia BTR need a 941 emailed Crystal 5/29/2020 Crystal emails the DBS BTR 6/1/2020 I emails again for the VBTR
Oceans Maintenance Group	5/20/2020	PENDING	Not Received yet found on 32118 spreadsheet emailed Volusia. Received 05/15/2020 emailed Crstal for BTR Volusia and 941 5/29/2020 Crystal emails the City of DBS BTR not the VBTR 6/1/2020
Re/Max Lindsey Madison Corporation	5/20/2020	Recommended Approval reference #12770951	Not Received yet found on 32118 spreadsheet emailed Volusia app # 12716403 05/29/2020 left Virgil a message tryin to track down this application. 6/2/2020 Emailed for BTR received proper information. Recommended approval reference #12770951
Mary Ann Lason Sanibel 303 @DBS	5/20/2020	Recommend Denial	Not Received yet found on 32118 spreadsheet emailed Volusia Received from Pedro at Volusia May 26, 2020 4:27 PM. Recommended denial reference #12757231
Sunset Beach Resort Inc	5/20/2020	Recommended denial reference #1276062	Not Received yet found on 32118 spreadsheet emailed Volusia 05/27/2020 received from Pedro in Volusia 05/28/2020 Recommended denial refence #12760621 **VACATION RENTAL **
Magic Blue, Inc The Family Spot	5/20/2020	Recommended approval reference #12745738	Not Received yet found on 32118 spreadsheet emailed Volusia. Received 05/22/2020 from Virgil @Volusia County. Emailed for City BTR and opening date. He said opened 3/30/2020 very limited hours. Recommended approval 05/28/2020 2:15PM
Sun Viking Lodge	5/20/2020	Recommended Approval reference #12742014	Received 05/20/2020 recommended approval
Debbie Malin	5/20/2020	Recommending DENIAL #12741929	Received 05/20/2020 she is an independent contractor getting clarification but I believe it is a denial recommended denial reference #12741929
Gano Signs /St. Mary JJP, LLC	5/21/2020	Recommended approval reference #12744029	Received 05/21/2020 7:31PM 5/28/2020 Emailed to see if open in December worked average 20 hours in December due to the holidays.

New Day Muscular Therapy	5/21/2020	Recommended denial Reference # 12744031	Recommended denial VBTR and DBSBTR have different addresses. Recommended VOLUSIA look at this one.
Residence Inn Daytona Avista Properties	5/26/2020	Recommended approval reference #12761991	5/28/2020 Emailed to get the annual 941 for number of employees 5/29/2020 received sufficient information regarding payroll company. 6/1/2020 recommended approval
B FIT Chiropractic	5/27/2020	PENDING	Emaild for Volusia BTR SUNBIZ SAYS inactive dissolution asked for current DBS BTR 05/28/2020 12:05PM
Day's Inn Tropical Sea's G.E.J.E.L Management	5/28/2020	Pending	emailed for the DBS BTR AND THE VOLUSIA BTR FOREIGN FOR PROFIT RECOMMENDING DENIAL
Daytona Shores Inn & Suites Daytona Motel	5/28/2020	Pending	Received 05/28/2020 emailed for City BTR and covid safety procedures being put into place.
Hyatt Place ASA Lodging	5/28/2020	Recommended Approval reference #12767169	Emailed 6/1/2020 for the information regarding employees from the payroll company. Ajit Nana emailed me back. I uploaded to the application.
Hampton Inn Tri Star Lodging	6/1/2020	Recommended Approval reference # 12780599	Emailed for the Volusia County BTR and employee verification from the payroll company. 6/2/2020 They emailed the employee information and tax receipt reference # 202006020004

Coronavirus: summary for Volusia County

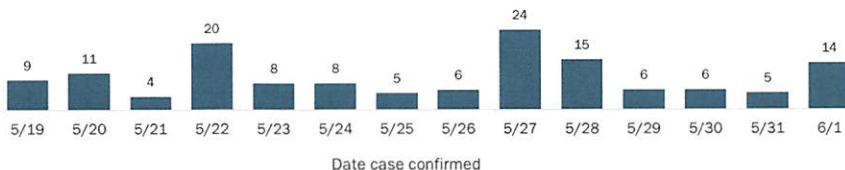
Data for Jun 2, 2020 (verified at 10 AM)

Data in this report are provisional and subject to change.

Confirmed cases

Total cases	752
Florida residents	738
Non-Florida residents	14
Gender for Florida residents	
Men	395
Women	342
Unknown	1
Age for Florida residents	
Range	0 - 102
Median age	53

Cases confirmed in Florida residents per day



Race, ethnicity	Cases		Hospitalizations		Deaths	
White	428	58%	102	68%	33	85%
Hispanic	64	9%	9	6%	1	3%
Non-Hispanic	353	48%	91	61%	32	82%
Unknown ethnicity	11	1%	2	1%	0	0%
Black	175	24%	25	17%	4	10%
Hispanic	6	1%	1	1%	0	0%
Non-Hispanic	165	22%	24	16%	4	10%
Unknown ethnicity	4	1%	0	0%	0	0%
Other	116	16%	21	14%	2	5%
Hispanic	36	5%	5	3%	0	0%
Non-Hispanic	67	9%	14	9%	2	5%
Unknown ethnicity	13	2%	2	1%	0	0%
Unknown race	19	3%	1	1%	0	0%
Hispanic	0	0%	0	0%	0	0%
Non-Hispanic	2	0%	0	0%	0	0%
Unknown ethnicity	17	2%	1	1%	0	0%
Total	738		149		39	

Outcomes for Florida residents

Volusia	
Hospitalizations	149 (20% of all cases)
Deaths	39 (5% of all cases)

Statewide

Hospitalizations	10,412 (19% of all cases)
Deaths	2,530 (5% of all cases)

Cases in facility staff/residents

Volusia	
Long-term care	107 (14% of all cases)
Correctional	162 (22% of all cases)

Statewide

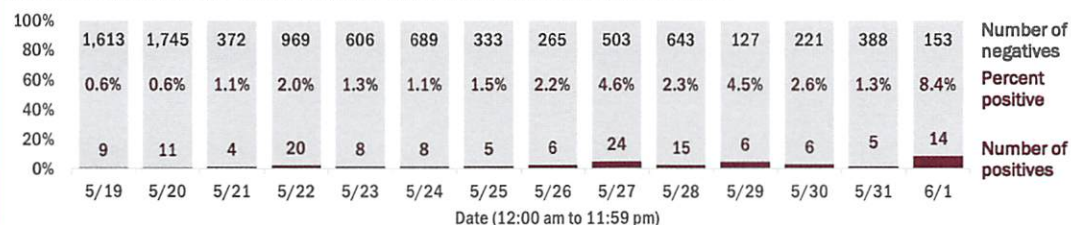
Long-term care	9,306 (17% of all cases)
Correctional	2,650 (5% of all cases)

Hospitalization counts include anyone who was hospitalized at some point during their illness. It does not reflect the number of people currently hospitalized.
Other race includes any person with a race of American Indian/Alaskan native, Asian, native Hawaiian/Pacific Islander, or other.

Laboratory testing for Florida residents and non-Florida residents over the past 2 weeks

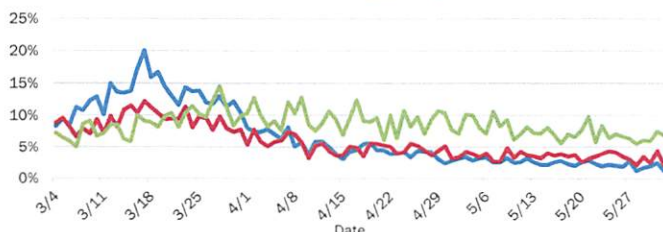
Number and percent of positive labs

These counts include the number of people for whom the department received laboratory results by day. This percent is the number of people who test positive for the first time divided by all the people tested that day, excluding people who have previously tested positive.

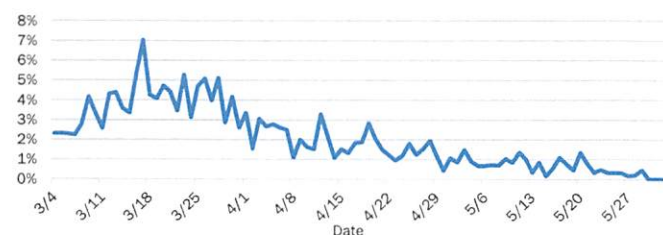


Emergency department (ED) chief complaint and admission data for Volusia County

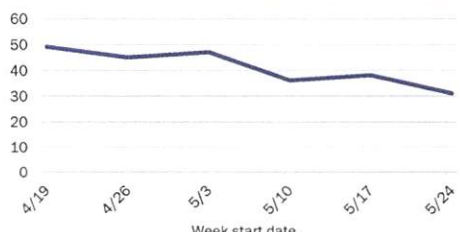
Daily percent of ED visits mentioning cough, fever, or shortness of breath



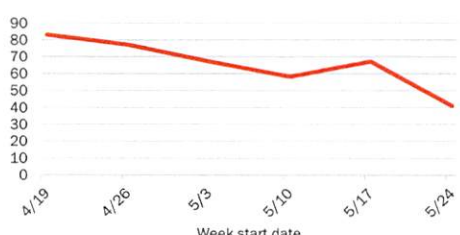
Daily percent of ED visits resulting in cough-associated admissions



Weekly count of ED visits for influenza-like illness



Weekly count of ED visits for COVID-like illness



The Electronic Surveillance System for the Early Notification of Community-Based Epidemics (ESSENCE-FL) includes chief complaint data from 211 of 212 Florida EDs. Data are transmitted electronically to ESSENCE-FL daily or hourly.



Contact Tracing Can Contain COVID-19

FloridaHealth.gov • Florida Department of Health

If you are diagnosed with COVID-19, you will be asked by an epidemiologist from your county health department about everyone you've come in contact with over the last 2 weeks. The epidemiologist will talk to each person and ask them about their health. This is called contact tracing and it's a core public health function.

When you provide all of your contacts, you are helping stop the spread of COVID-19.

1 You tested positive for COVID-19.



You must stay home.

Home isolation and at-home care for 14 days is what most people need. Be sure to:

- Isolate in one room, and have sole use of a bathroom if possible.
- Keep track of your symptoms.
- Get rest and stay hydrated.
- Ask your health care provider about pain and fever medication.
- Follow the Centers for Disease Control and Prevention's guidance for at-home care: [CDC.gov/coronavirus/2019-ncov/if-you-are-sick/](https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/).

2 A local epidemiologist will ask, "Who have you been in contact with over the last two weeks?"



These contacts show symptoms. They must self-isolate at home for 14 days. They will be tested.



These will be asked about their contacts if they test positive for COVID-19.

3

The epidemiologist and your county health department will monitor you and your contacts over a number of days.



This missed contact could spread COVID-19 to other people.



To slow the spread of COVID-19, epidemiologists will try to find this contact.

This contact shows no symptoms. They will be asked to self-isolate for 14 days.



Some people with COVID-19 have no apparent symptoms.

This contact will also be asked to:

- Practice social distancing: keep at least 6 feet between themselves and others.
- Report COVID-19 symptoms: fever, cough and shortness of breath.
- Find more information: [FLHealthCOVID19.gov](https://www.flhealth.gov/covid19) or [CDC.gov/coronavirus](https://www.cdc.gov/coronavirus).

County health department contact information can be found at [FloridaHealth.gov](https://www.flhealth.gov).



CITY COUNCIL AGENDA MEMORANDUM

JUNE 9, 2020 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Stewart Cruz, City Planner

PREPARED BY: Stewart Cruz, City Planner

SUBJECT: Economic Development Grant Application 12019041: Millie's Kitchen, LLC - Outdoor Dining Gazebo - 3218 S. Atlantic Avenue

SYNOPSIS:

On December 31, 2019 the City received Economic Development Grant application 12019041 from Millie's Kitchen, LLC owner of Millie's Restaurant located at 3218 S. Atlantic Avenue. The restaurant is located in the strip plaza situated at the southwest corner of S. Atlantic Avenue and Cascade Terrace across from the Dream Inn Motel. The application is for a lease subsidy renovation grant that would facilitate the outdoor dining expansion of the business by funding the construction of an outdoor dining gazebo and the purchase of outdoor dining furniture and kitchen equipment to accommodate the aforementioned expansion. The expansion has become necessary due to the limited space inside the restaurant relative to the business' growing patronage. The estimated total cost of the project is \$38,930. In line with the Economic Development Committee guidelines and previous action by the City Council, i.e. a dollar for dollar match capped at \$20,000, if approved, the grant would be in the amount of \$19,465.

FISCAL IMPACT STATEMENT:

This is a budgeted item.

BACKGROUND:

On July 9, 2019 the Daytona Beach Shores City Council approved Economic Development Ordinance 2019-06. Section Four (a) of the ordinance establishes a Commercial Lease Subsidy Program, while Sec. Four (d) provides that "lease subsidies may be made only to, or for the benefit of, a tenant and may only be used for development and renovations to real property or lease payments as determined by the City Council." Lease subsidies are capped at \$20,000.

On March 10, 2020, the City Council agreed to take formal action on amending Ordinance 2019-06 at a future City Council meeting. However, the City Council also directed staff to halt the processing of any new Economic Development applications although existing and completed applications

already in the pipeline may continue to be processed accordingly. The Millie's Restaurant application meets this criteria and the requested lease subsidy renovation grant does not exceed \$20,000.

As an existing business and pursuant to Sec. Four (b) of Ordinance 2019-06, Millie's Restaurant is negotiating the extension of its current lease for a total of three (3) years. The proposed gazebo and outdoor dining area location is adjacent to southwest portion of the plaza's parking lot. The project area currently contains a planter bed, which will be removed to accommodate the facility pursuant to the recently approved Ordinance 2020-05 . The outdoor dining expansion includes the proposed gazebo and six (6) sidewalk seats. The gazebo is approximately 323 square feet and, according to the applicant, can accommodate approximately 24 seats. Additional parking demand generated by the expansion will be housed on the nearby Westminster Church vacant property, which is approximately 200 feet to the front door of the restaurant, which is less than one (1) minute walk in travel time. Consistent with Sec. 14-48.2 of the Land Development Code entitled "Parking Location," the City Council will have to formally consider a lot binding agreement to permit this off-site parking arrangement.

The grant, if approved, will pay for the demolition of the planter bed and full construction of the outdoor dining gazebo, outdoor dining furniture and associated kitchen upgrades. All construction and equipment will be required to meet applicable Fire and Building codes, including wind/hurricane standards.

LEGAL REVIEW:

RECOMMENDATION:

The Economic Development Committee (EDC) met with the applicant to review the application consistent with Ordinance 2019-06 and the EDC's guidelines. **The EDC recommends approval of the grant and accompanying agreement in the amount of \$19,465.** The proposed grant agreement also provides a one (1) year time period for work completion and penalty/payback clause should the grantee relocate or close the business consistent with Sec. 3(B) and Sec. 7(C) of the agreement, respectively.

NOTE: The recommended grant amount applies a dollar for dollar match per the EDC guidelines and prior City Council action.

SUGGESTED MOTION:

A City Council Member may move as follows:

1. "I move to approve Economic Development Grant Application 12019041 and its accompanying grant agreement as presented."
2. 1. "I move to approve Economic Development Grant Application 12019041 and its accompanying grant agreement with the following conditions..."
3. "I move to deny Economic Development Grant Application 12019041 and its accompanying grant

agreement on the basis of the following..."

- ATTACHMENT:**
1. Millies Economic Development Grant Application-Outdoor Dining Structure-2
 2. Ordinance 2019-06 Economic Development Grants
 3. Clean - Millies Development - Grant Agreement - BV - 5-29-20

12019041 491933 RECEIVED
DAYTONA BEACH SHORES DEC 31 2019
ECONOMIC DEVELOPMENT PROGRAM BUILDING AND CODES DIVISION
AT THE CITY OF DAYTONA BEACH SHORES

GRANT APPLICATION

(There is no entitlement to any reward, but the City encourages applications and the opportunity to work with applicants.)

DATE RECEIVED:

REFERENCE:

(Please Print)

APPLICANT NAME: Millie's Kitchen LLC
CONTACT PERSON (if an entity): Chris Chibbaro
ADDRESS: 32185 Atlantic Ave
CITY: Daytona Beach Shores STATE: FL ZIP: 32118
TELEPHONE: 386-275-1492 FAX: N/A
EMAIL ADDRESS: chris.c@milliesrestaurant.com

APPLICANT BUSINESS STRUCTURE:

(Please check all that apply)

☐ Sole proprietorship/individual

☐ Corporation

☒ Limited Liability Company

☐ Other

GRANT TYPE:

(Check one only)

Lease Subsidy

☐ New Business (Buildout or Lease Subsidy)

☐ Existing Business Expansion

☐ Existing Business Relocation

☐ Existing Business Lease Extension

Other

☐ Land Purchase

☒ Façade/Beautification

☐ Alternative Grant Request

PROJECT SITE INFORMATION:

Address: 32185 Atlantic Ave

City: DBS

State: FL

Zip: 32118

Tax Parcel ID:

Most recent City Taxable Value

\$

Maximum New Investment Value

\$

Certified by a licensed Florida Engineer or Architect \$

\$

Build Outdoor structure for dining within parking lot of property.

Beautification of Western A1A and more seating for a local's favorite restaurant

☐ Certification by Applicant☐ Application Authorization or Affidavit of Ownership

☐ Site plan, building plans, elevations and a detailed scope of work

☐ Business Plan☐ Estimate by a Licensed Engineer or Architect certifying amount of new investment☐ Most recent property tax bill and truth in millage statement

CERTIFICATION BY APPLICANT

The applicant certifies that all information in this application, and all information furnished in support of this application, is given for obtaining funds from the City of Daytona Beach Shores Economic Development Program and is true and complete to the best of the applicant's knowledge and belief.

If the applicant is not the owner of the property, or if the applicant is an organization rather than an individual, the applicant certifies that he/she has the authority to sign and enter into an agreement to perform the improvements on the property. **Evidence of this authority must be attached.**

Verification of any of the information contained in this application may be obtained from any source named herein.

It is further understood that all information obtained will be held in strict confidence and used for no other purposes by the City of Daytona Beach Shores inconsistent with controlling law. I have received and reviewed the program guidelines prior to submitting this application.

SIGNATURE: 

DATE: 12/31/19

PRINTED NAME: Chris Chibbaro

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 31 day of December, 2019 by Chris Chibbaro, who is personally known to me, OR who has produced as identification and did (did not) take an oath.

My commission expires:

Printed Name:
NOTARY PUBLIC

Cheryl



AUTHORIZATION TO APPLY

I, _____, am the owner of the following described property:

PROPERTY ADDRESS:

I do hereby authorize the following named individual or entity to apply for an Economic Development grant and enter into an agreement with the City of Daytona Beach Shores.

AUTHORIZED REPRESENTATIVE:
(IF APPLICABLE)

PROPERTY OWNER (1) (Print Name)

Gil Tal

PROPERTY OWNER (2) (Printed Name)

PROPERTY OWNER (1) (Signature)



PROPERTY OWNER (2) (Signature)

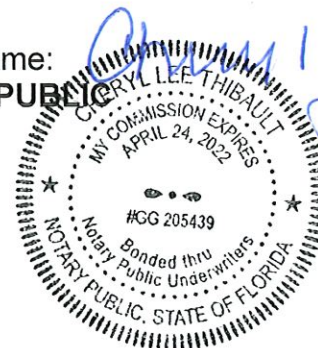
STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 31 day of December, 2017 by Gil Tal, who is personally known to me, OR who has produced as identification and did (did not) take an oath.

My commission expires:

Printed Name:
NOTARY PUBLIC





Economic Development Council Meeting

- Items to address
 - Lease extension
 - We are in negotiations with our landlord on rental increases over the next 3 years. That is all that is holding up the process now. We will have this done in short order.
 - Seating Arrangement
 - See attached document
 - Gazebo rendering
 - See attached document
 - Expenditures
 - See attached summary and quotes

Summary of Millie's Outdoor Dining Plan

Millie's Restaurant located at 3218 S Atlantic Ave is currently applying for a conditional use permit for the construction and use of outdoor seating in the front of our location. Our plans for this are outlined below:

- Construction of gazebo
 - o Millie's has hired D.A. Levesque Corporation CGC 151197 CCC1331829 to construct in accordance with all codes an outdoor structure (gazebo) and wooden deck
- Location of gazebo
 - o The gazebo will be constructed in a current landscaped area 19'x17' in front of the restaurant on parking lot premises
 - o No parking spaces will be removed for this construction
- Purpose of gazebo
 - o Said gazebo would allow Millie's to add an additional 24 seats to our restaurant and provide much wanted outdoor dining within the town of Daytona Beach Shores
- Attached Documents
 - o Estimate by licensed contractor
 - o Picture of similar gazebo
 - o Picture of lot showing location of gazebo
 - o Picture of overflow parking lot on adjacent property

Cruz, Stewart

From: chris.c@milliesrestaurant.com
Sent: Tuesday, June 2, 2020 2:28 AM
To: Cruz, Stewart
Subject: RE: Meeting with Economic Development Committee (EDC)
Attachments: pavillion cost estimate.xlsx; seating plan outside.docx

Hi Stewart,

Attached and below are items to correct/expand as per our phone conversation today.

I do not have the vinyl drop curtain quote yet.

One thing that I forgot to highlight in our meeting was the additional jobs created by this. We are hiring 4 more server/busser employees, and 4 more kitchen employees. I think that is a great benefit to our community as far as economic development goes.

Christopher Chibbaro
Millie's Restaurant
386-275-1492

Cruz, Stewart

From: chris.c@milliesrestaurant.com
Sent: Sunday, March 8, 2020 8:03 PM
To: Cruz, Stewart
Subject: RE: Millie's Restaurant
Attachments: Estimate_3927_from_GW_Property_Services.pdf

Hi Stewart,

See below answers from previous email:

1. Please provide a second construction bid for the project.
 - a. Attached to this email "Estimate 3927 GW Property"
 2. Please expand on the project description as to why you are proposing the project/expansion.
 - a. We are proposing the expansion for several reasons
 - i. We currently refuse service to an average of 20 guests per night because of our size. Just this past Saturday we had to run away over 40 guests, and the Saturday before over 60 guests.
 - ii. We like the idea of adding seats to our current location because aside from initial costs (\$38,000 with construction, equipment, and furniture) it does not raise our rent or overhead too greatly. When you do true scratch food at our prices we need all the help with margins that we can get. Without divulging too much person info we are barely in the black due to the high quality of ingredients and staff. (If we served frozen and pre-prepared items like many others locally we would be much better off, but we don't feel we would be such an asset to the community if we did that.)
 3. Please expand on the project benefits, specifically, will the project result in enhanced business operations and employment?,
 - a. This project will be just under a 40% increase in seats which will help us serve more of our residents that we are constantly turning away and raise our revenue.
 - b. We will have to add 3 servers, 2 support staff, and 3 cooks to accommodate the increased volume. 7 full time jobs will be created at the minimum
 4. Will you be adding new jobs as a result of this additional space?
 - a. We will have to add 3 servers, 2 support staff, and 3 cooks to accommodate the increased volume. 7 full time jobs will be created at the minimum
 5. Please ask DA Levesque Corporation to break down the \$20,000 bid.
 - a. He is out of town until Monday and will be working on breaking it down for me
 6. Please note a condition of this approval will be that you would have to extend your lease for a minimum of an additional three years. You will need to provide a copy of existing lease and the new lease.
 - a. This could be an issue for us. Our current landlord has said that he would prefer to negotiate our renewal terms in the final year of our lease. It is a bit of a catch 22, we will need the increased revenue of the outdoor seating to help with the rent increase that we know is coming, but we need a lease extension to get the outdoor seating
 7. Please ignore the comments below for the grant application portion of this project.
 8. Please note the enabling ordinance that will facilitate the project will be heard on Tuesday night and hopefully adopted on March 24. That will allow staff to approve your outdoor conditional use permit application. However, because a structure is part of the proposal, you will need to submit a site plan application and building permit application to build the structure. You can go ahead and submit those anytime after Tuesday
 - a. We will be locked and loaded, ready to apply.
- Aside from the above items I just wanted to say a few things as to why I think using the business development grant for our outdoor expansion would be good for the city

- Aesthetics. We will be building a high quality structure that will be beautiful for the passers by on A1A, especially at night when ambiance lighting will be turned on. Not that there is anything wrong with the view of a strip mall and T-shirt souvenir store, but I believe the outdoor dining would give a "sidewalk café" feel that we are lacking in our wonderful town.
- I know that some existing business will most likely try and use this grant for routine maintenance or other items NOT associated with growth. That is not us, I believe the purpose of the grant is to promote growth and that's exactly what this project is. It might be on a smaller scale than some other projects in town, however we truly believe we are an asset to the town with a great reputation and we would like to grow right here in town. We appreciate any help that the city is willing to give us.

Thank you,

Christopher Chibbaro
 Owner – Millie's Restaurant
 386-275-1492

From: Cruz, Stewart <scruz@cityofdb.org>
Sent: Friday, March 6, 2020 4:14 PM
To: chris.c@milliesrestaurant.com
Subject: RE: Millie's Restaurant

Chris, the way the ordinance is written it's three years in addition to your current lease. Please give me a call if you need to discuss. Thanks.

stewart

From: chris.c@milliesrestaurant.com <chris.c@milliesrestaurant.com>
Sent: Friday, March 6, 2020 3:51 PM
To: Cruz, Stewart <scruz@cityofdb.org>
Subject: RE: Millie's Restaurant

Hi Stewart,
 Question on #6. Is that 3 years from construction of structure, or 3 years in addition to our current lease.

Christopher Chibbaro
 Owner – Millie's Restaurant
 386-275-1492

From: Cruz, Stewart <scruz@cityofdb.org>
Sent: Friday, March 6, 2020 1:02 PM
To: chris.c@milliesrestaurant.com
Subject: FW: Millie's Restaurant
Importance: High

Hi Chris, per our conversation please find below comments regarding the economic development grant application for the outdoor dining. If you have any questions about any of this please feel free to contact me at your convenience. Thank you.

1. Please provide a second construction bid for the project.
2. Please expand on the project description as to why you are proposing the project/expansion.
3. Please expand on the project benefits, specifically, will the project result in enhanced business operations and employment?,
4. Will you be adding new jobs as a result of this additional space?
5. Please ask DA Levesque Corporation to break down the \$20,000 bid.
6. Please note a condition of this approval will be that you would have to extend your lease for a minimum of an additional three years. You will need to provide a copy of existing lease and the new lease.
7. Please ignore the comments below for the grant application portion of this project.
8. Please note the enabling ordinance that will facilitate the project will be heard on Tuesday night and hopefully adopted on March 24. That will allow staff to approve your outdoor conditional use permit application. However, because a structure is part of the proposal, you will need to submit a site plan application and building permit application to build the structure. You can go ahead and submit those anytime after Tuesday.

If you need to discuss this any of these further please do not hesitate to contact me. Thank you.

stewart

From: Cruz, Stewart
Sent: Thursday, January 16, 2020 8:34 AM
To: chris.c@milliesrestaurant.com
Subject: RE: Millie's Restaurant

Good morning Chris, the plan looks good. However, if you can have the following information added it would be extremely helpful. Thanks.

- Total Site Area
- Existing Lot Coverage (Building Foot Print/Site Area)
- Proposed Lot Coverage (Building Foot Print plus pavilion foot print/Site Area)
- Existing Green Area % (Landscaped area/site area)
- Proposed Green Area % (Landscaped area – proposed pavilion area/site area)

Also, please confirm you are not eliminating any parking on the existing site. You will probably need additional parking since the outdoor area is greater than 100 square feet. I know you indicated on the conditional use application that you have an agreement to use the church's overflow parking lot. Generally this is not allowed without certain approvals from the City. We may need to incorporate this issue if the City Council elects to amend the ordinance per our prior conversation. If you have any questions about any of this please do not hesitate to contact me. Thank you.

Stewart Cruz, AICP
City Planner
City of Daytona Beach Shores
2990 S. Atlantic Avenue

Estimated Costs for Millie's Pavillion

<i>Item</i>	<i>Cost</i>	<i>Vendor</i>	<i>Notes</i>
Pavilion Construction	\$20,000	D.A. Levesque	does not include electrical
Electrical	\$2,000 (estimate)	D.A. Levesque	rough estimate for bringing electric to the pavillion, for fans and lights
Table Bases	\$879.00	Cheney Brothers	5 bases (2 person table KX22) @ \$67.28 - 5 bases (4 person table KX36) @ 108.86
Table Tops	\$2,173	Leduc Designs	quote provided and confirmed
Chairs	\$2,280	webstaurant.com	online pricing - 30 chairs @ \$75.99 each (see seating chart)
Vynil Pavillion Sides	\$3,000 (estimate)	No vendor at this time	do not have formal quote
Flat Top Grill	\$1,869	Vulcan (webstaurant.com)	need to upgrade to 24" flat top to accommodate additional restaurant volume
Char Grill	\$2,529	Vulcan (webstaurant.com)	need to upgrade to 25" char grill to accommodate additional restaurant volume
Fans, lighting, Décor, Speakers	\$2,000 (estimate)	Various vendors	two large ceiling fans, led lights, hanging market lights, SONOS speakers, misc decorations
Server station, flatware, misc	\$2,200	Vintage Mermaid and others	Small hutch, cubby holes, and other miscellaneous organizers for use in service as well as flatware and glassware for increased volume
Total Estimated Cost	\$38,930.00		

D.A. Levesque Corporation

Licensed Florida Contractor
CGC 1511797 CCC1331829
385 Gobblers Lodge Road
Osteen Fl. 32764
dalc corp2006@yahoo.com
386-341-0793

12/11/2019

Millies Restaurant
Chris Chibbaro
3218 South Atlantic Avenue
Daytona Beach, Florida 32118

Estimate #
195

Description

Quantity

Total

3218 South Atlantic Avenue Daytona Beach, Florida 32118

Plans and Permits paid by owner.

Site work to be done per plan.

Removal of Palm tree and existing planter.

Construct 17 x 19 wood frame Gazebo and concrete foundation.

Install standard metal roofing (owner to select color).

Electrical not included TBD.

Paint by owner.

Construction of the Gazebo to be done per plan (G and F Services Dwg. 2019 Pavilion.

20,000.00

Total

\$20,000.00

Thank you for your business

Jaime Levesque
dalc corp2018@yahoo.com
727-831-9991

G&W Property Services
245 Marion Street
www.gwpropertyservices.com
Daytona Beach, FL 32114
(386)527-2616
gwtommy@live.com

ESTIMATE

ADDRESS

Millies Rest
Daytona Beach Shores

ESTIMATE # 3927

DATE 3/21/2020

ACTIVITY	QTY	RATE	AMOUNT
Misc. Parking Lot deck / pavilion build.. Remove all foliage and flowerbed and dispose of All permitting included in price construct approx., 20' x 18' structure with Hip-style roof - exposed hand frame design paint or stain material Lumber will be cypress and pine in designated areas Ballards on two sides facing parking lot Electric to be run by licensed electrician (\$1500 allowance included) Metal roofing included (\$3500 materials and labor) Estimate for curtains will be provided by outside vendor after completion and not included in bid Allow 3-4 weeks for completion 25% required for start of job 25% at halfway point and 50% at completion	1	29,500.00	29,500.00
TOTAL			\$29,500.00

Accepted By

Accepted Date



05/12/2020

MSH39669

Quote

Project: Millies
3218 S ATLANTIC AVE
Daytona beach, FL 32118

From: Cheney Brothers
John McCormick
1 Cheney Way
Riveria Beach, FL 334047000
561-845-4700
(561)845-4700 (Contact)

ALL QUOTES MUST BE SIGNED AND ATTACHED TO THE BACK OF A SPECIAL ORDER FORM WITH THE ITEMS BEING ORDERED WRITTEN ON THE SPECIAL ORDER FORM. NO ORDERS WILL BE PROCESSED WITHOUT A SIGNED QUOTE

THIS QUOTATION IS BASED ON OUR UNDERSTANDING OF THE INFORMATION FURNISHED TO US. WE ARE NOT RESPONSIBLE FOR THIS QUOTATION MEETING YOUR REQUIREMENTS IF BASED ON INCORRECT OR INCOMPLETE INFORMATION. PLEASE CHECK THIS QUOTATION CAREFULLY. ANYTHING NOT LISTED WILL NOT BE FURNISHED.

Item	Qty	Description	Sell	Sell Total
1	2 ea	METAL TABLE BASE FLAT Tech Inc CT2007 KX22 Table Base, dining height, 22" cross base, 3" dia. column, 13" x 13" mounting plate, hydraulic PAD stabilization technology, cast iron, textured finish, recommended top sizes: 30" round/ square (ships in 3 boxes)	\$67.28	\$134.56
	2 ea	12 months warranty on leveling device, base, post, rod, and top plate, standard Weight: 46.4 lbs total		
Extended Total:				\$134.56
4	8 ea	METAL TABLE BASE FLAT Tech Inc CT2021 KX36 Table Base, dining height, 36" cross base, 4" dia. column, 17" x 17" mounting plate, hydraulic PAD stabilization technology, cast iron, textured finish, max table top sizes: 60" round and 47" square (ships in 3 boxes)	\$108.68	\$869.44
	8 ea	12 months warranty on leveling device, base, post, rod, and top plate, standard Weight: 378.24 lbs total		
Extended Total:				\$869.44

QUOTE

Leduc Designs

DATE: 5/15/20

904 North St
New Smyrna Beach, FL 32168

TO Millie's Restaurant
Chris Chibbaro

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Levi	Tabletops	Due on receipt	Undertermined

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
6	29x48 all weather custom tabletops	\$228	\$1,440
5	29x24 all weather custom tabletops	\$120	\$600

SUBTOTAL	\$2,040
SALES TAX	\$132.60
TOTAL	\$2,172.60

Quotation prepared by: _____

This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

[< Brown Outdoor Restaurant Chairs](#)**Lancaster Table & Seating Brown Powder Coated Aluminum Outdoor Arm Chair**

Item #: 427CALUARMBR



New

Only

\$74.99/Each

x 30

1

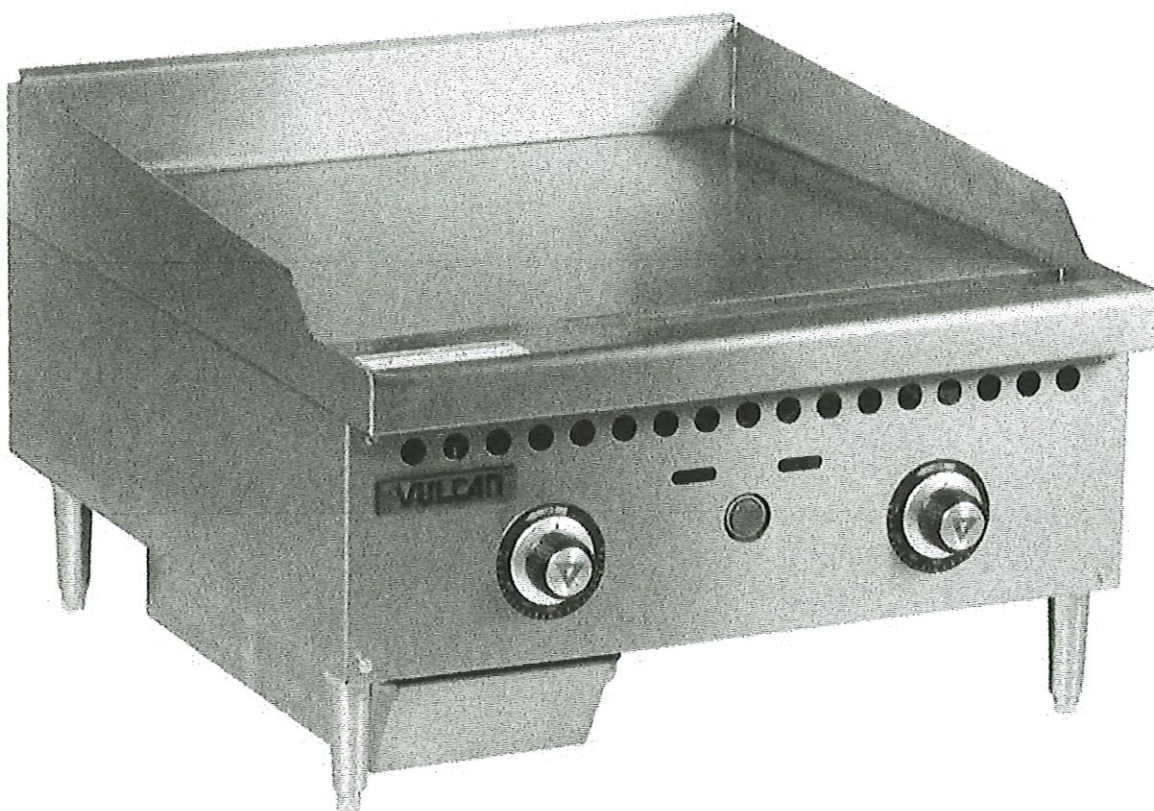


Search

< Commercial Gas Griddles and Flat Top Grills

Vulcan VCRG24-T1 Natural Gas 24" Countertop Griddle with Snap-Action Thermostatic Controls - 50,000 BTU

★★★★★ Item #: 901VCRG24T MFR #: VCRG24-T1

Free Shipping 

Custom Quote for Millie's Kitchen LLC

\$1,869.00/Each



Search

< Charbroilers

Vulcan VACB25 - 101 Achiever 25" Medium-Duty Radiant Natural Gas Charbroiler - 68,000 BTU

Item #: 901VACB25N MFR #: VACB25 -101

Free Shipping 

Custom Quote for Millie's Kitchen LLC

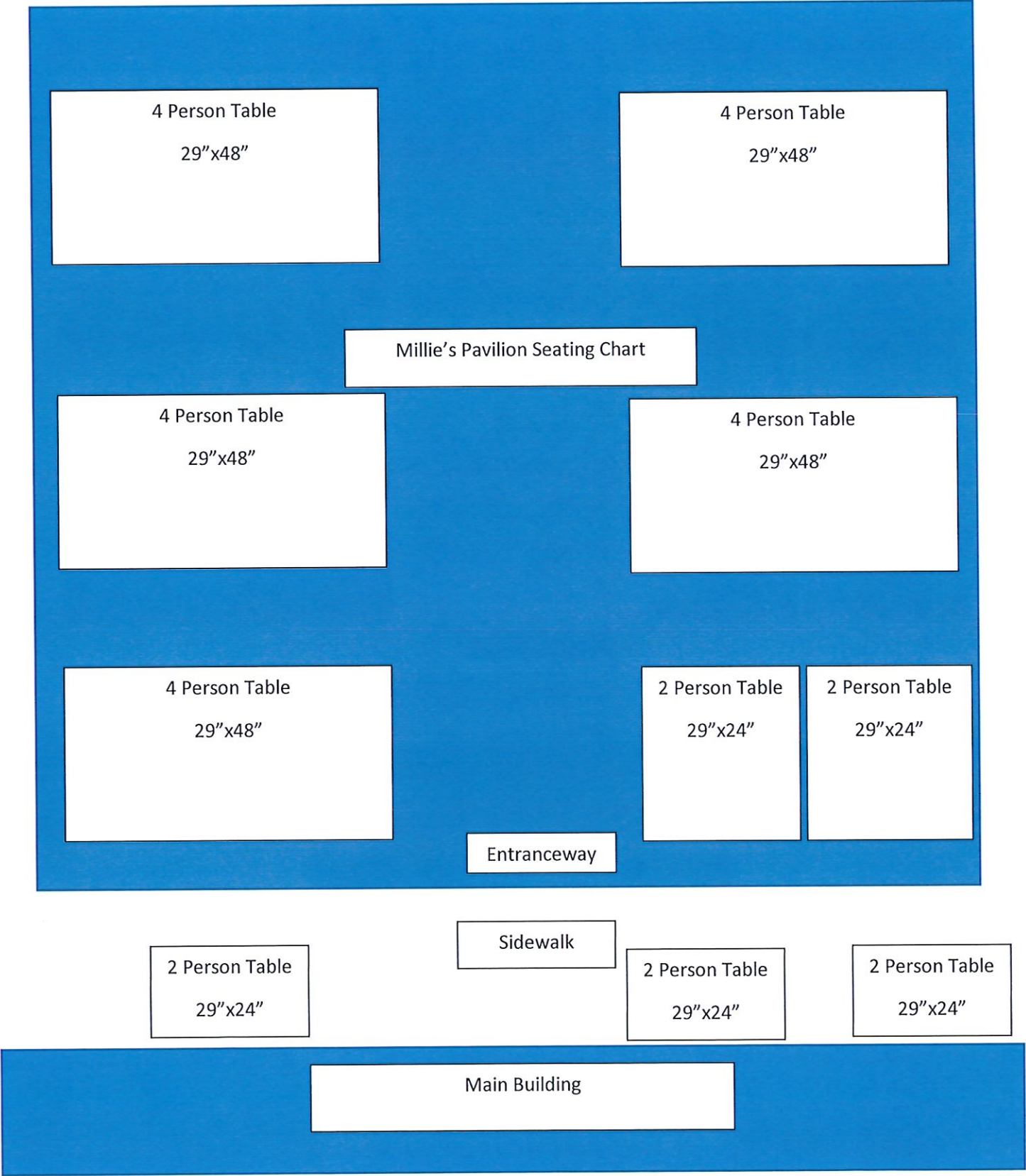
\$2,529.00/Each

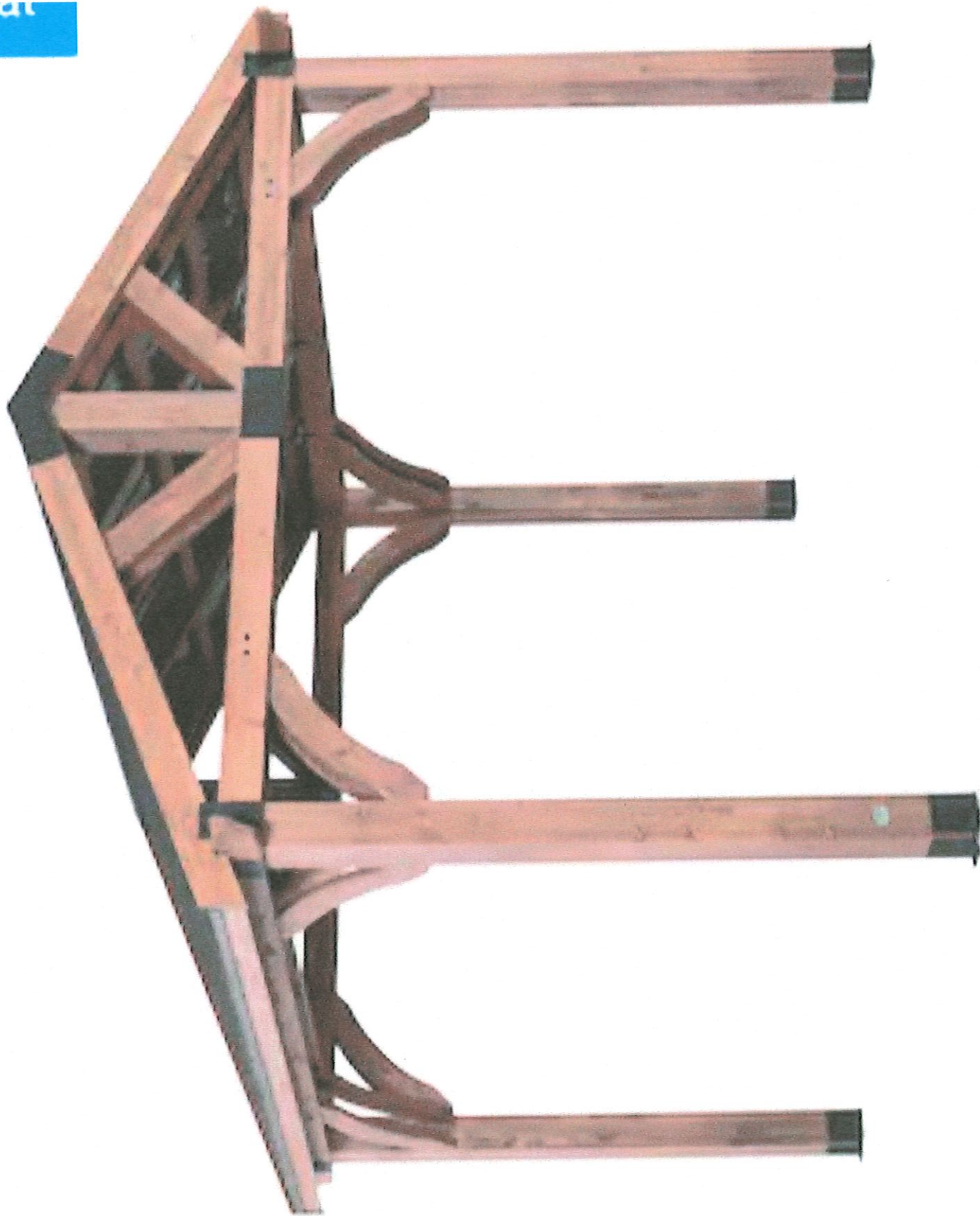
Ships free with

1

Add to Cart

Seating Plan









Cascade Terrace

Gazebo location

Family Spot

Bruno Pizzeria
Pizza

Millie's Restaurant
& Catering
American • \$\$



ORDINANCE 2019-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA RELATING TO A COMPREHENSIVE ECONOMIC DEVELOPMENT PROGRAM; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ECONOMIC DEVELOPMENT ACTIVITIES SUCH AS GRANT AGREEMENTS, DEVELOPMENT AGREEMENTS AND A BUSINESS LOYALTY PROGRAM; PROVIDING FOR THE CREATION OF THE CITY OF DAYTONA BEACH SHORES ECONOMIC DEVELOPMENT PROGRAM TRUST FUND; PROVIDING FOR AN ARRAY OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION AS WELL AS THE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Daytona Beach Shores, Florida has the desire to ensure that the City of Daytona Beach Shores and its environs are desirable for economic development of a positive nature for the benefit of the citizens of the City of Daytona Beach Shores; and

WHEREAS, Section 166.021(8), *Florida Statutes*, provides as follows:

“(8) (a) The Legislature finds and declares that this state faces increasing competition from other states and other countries for the location and retention of private enterprises within its borders. Furthermore, the Legislature finds that there is a need to enhance and expand economic activity in the municipalities of this state by attracting and retaining manufacturing development, business enterprise management, and other activities conducive to economic promotion, in order to provide a stronger, more balanced, and stable economy in the state, to enhance and preserve purchasing power and employment opportunities for the residents of this state, and to improve the welfare and competitive position of the state. The Legislature declares that it is necessary and in the public interest to facilitate the growth and creation of business enterprises in the municipalities of the state.

(b) The governing body of a municipality may expend public funds to attract and retain business enterprises, and the use of public funds toward the achievement of such economic development goals constitutes a public purpose. The provisions of this chapter which confer powers and duties on the governing body of a municipality, including any powers not specifically prohibited by law which can be exercised by the governing body of a municipality, shall be liberally construed in order to effectively carry out the purposes of this subsection.

(c) For the purposes of this subsection, it constitutes a public purpose to expend public funds for economic development activities, including, but not limited to, developing or improving local infrastructure, issuing bonds to finance or refinance the cost of capital projects for industrial or manufacturing plants, leasing or

conveying real property, and making grants to private enterprises for the expansion of businesses existing in the community or the attraction of new businesses to the community.

(d) A contract between the governing body of a municipality or other entity engaged in economic development activities on behalf of the municipality and an economic development agency must require the agency or entity receiving municipal funds to submit a report to the governing body of the municipality detailing how the municipal funds are spent and detailing the results of the economic development agency's or entity's efforts on behalf of the municipality. By January 15, 2011, and annually thereafter, the municipality shall file a copy of the report with the Office of Economic and Demographic Research and post a copy of the report on the municipality's website.

(e)1. By January 15, 2011, and annually thereafter, each municipality having annual revenues or expenditures greater than \$250,000 shall report to the Office of Economic and Demographic Research the economic development incentives in excess of \$25,000 given to any business during the municipality's previous fiscal year. The Office of Economic and Demographic Research shall compile the information from the municipalities into a report and provide the report to the President of the Senate, the Speaker of the House of Representatives, and the Department of Economic Opportunity. Economic development incentives include:

a. Direct financial incentives of monetary assistance provided to a business from the municipality or through an organization authorized by the municipality. Such incentives include, but are not limited to, grants, loans, equity investments, loan insurance and guarantees, and training subsidies.

b. Indirect incentives in the form of grants and loans provided to businesses and community organizations that provide support to businesses or promote business investment or development.

c. Fee-based or tax-based incentives, including, but not limited to, credits, refunds, exemptions, and property tax abatement or assessment reductions.

d. Below-market rate leases or deeds for real property.

2. A municipality shall report its economic development incentives in the format specified by the Office of Economic and Demographic Research.

3. The Office of Economic and Demographic Research shall compile the economic development incentives provided by each municipality in a manner that shows the total of each class of economic development incentives provided by each municipality and all municipalities.

(f) This subsection does not limit the home rule powers granted by the State Constitution to municipalities."

; and

WHEREAS, Section 187.201(21), *Florida Statutes*, (part of the *State Comprehensive Plan*) provides as follows:

“(21) THE ECONOMY.--

(a) Goal. --Florida shall promote an economic climate which provides economic stability, maximizes job opportunities, and increases per capita income for its residents.

(b) *Policies.*--

1. Attract new job-producing industries, corporate headquarters, distribution and service centers, regional offices, and research and development facilities to provide quality employment for the residents of Florida.
2. Promote entrepreneurship and small and minority-owned business startup by providing technical and information resources, facilitating capital formation, and removing regulatory restraints which are unnecessary for the protection of consumers and society.
3. Maintain, as one of the state's primary economic assets, the environment, including clean air and water, beaches, forests, historic landmarks, and agricultural and natural resources.
4. Strengthen Florida's position in the world economy through attracting foreign investment and promoting international banking and trade.
5. Build on the state's attractiveness to make it a leader in the visual and performing arts and in all phases of film, television, and recording production.
6. Promote economic development for Florida residents through partnerships among education, business, industry, agriculture, and the arts.
7. Provide increased opportunities for training Florida's workforce to provide skilled employees for new and expanding business.
8. Promote economic self-sufficiency through training and educational programs which result in productive employment.
9. Promote cooperative employment arrangements between private employers and public sector employment efforts to provide productive, permanent employment opportunities for public assistance recipients through provisions of education opportunities, tax incentives, and employment training.
10. Provide for nondiscriminatory employment opportunities.
11. Provide quality child day care for public assistance families and others who need it in order to work.
12. Encourage the development of a business climate that provides opportunities for the growth and expansion of existing state industries, particularly those industries which are compatible with Florida's environment.
13. Promote coordination among Florida's ports to increase their utilization.
14. Encourage the full utilization by businesses of the economic development enhancement programs implemented by the Legislature for the purpose of extensively involving private businesses in the development and expansion of permanent job opportunities, especially for the economically disadvantaged, through the utilization of enterprise zones, community development corporations, and other programs designed to enhance economic and employment opportunities.”

; and

WHEREAS, the City Council of the City of Daytona Beach Shores, Florida desires that the economy of the City of Daytona Beach Shores be one that is vibrant, creative, flexible, dynamic, and modern as well as an economy that attracts and retains high quality businesses and economic generators to the City of Daytona Beach Shores; and

WHEREAS, the City Council of the City of Daytona Beach Shores, Florida has long recognized the economic challenges relating to the west (non-oceanfront) side of State Road A1A (South Atlantic Avenue) which is a north-south Florida State Road that runs along the Atlantic Ocean, from Key West at the southern tip of Florida, to Fernandina Beach, just south of Georgia on Amelia Island and which is the main road through most oceanfront towns such as the City of Daytona Beach Shores; and

WHEREAS, the City Council of the City of Daytona Beach Shores, Florida, desires, to a significant, but not exclusive, extent to focus on the economic challenges relating to the west side of State Road A1A (South Atlantic Avenue); and

WHEREAS, the City Council of the City of Daytona Beach Shores, Florida desires to protect the public health, safety and welfare of the citizens of the City and maintain a high quality of life for the citizens of the City; and

WHEREAS, the City Council of the City of Daytona Beach Shores hereby finds and determines that the provisions of this Ordinance provide for public benefits and serve public purposes; and

WHEREAS, this Ordinance is enacted pursuant to the home rule powers of the City of Daytona Beach Shores as set forth at Article VIII, Section 2, of the *Constitution of the State of Florida*; Chapter 163, *Florida Statutes*; Chapter 166, *Florida Statutes*; and other applicable controlling law; and

WHEREAS, the City of Daytona Beach Shores has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance; and

WHEREAS, this Ordinance, although neither creating or amending land development regulations, is consistent with the goals, objectives and policies of the *Comprehensive Plan of the City of Daytona Beach Shores*.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA THAT:

SECTION ONE: LEGISLATIVE FINDINGS AND INTENT.

(a). The City Council of the City of Daytona Beach Shores hereby adopts and incorporates into this Ordinance, as the legislative findings and intent of this Ordinance, the recitals (whereas clauses) to this Ordinance, the City staff report and City Council agenda memorandum relating this Ordinance.

(b). The City Council finds that attracting, retaining, and providing favorable conditions for the growth of businesses within targeted areas provides high quality employment opportunities for the citizens of the City of Daytona Beach Shores and enhances the economic tax base of the City. It is the policy of the City Council of the City of Daytona Beach Shores to encourage the growth of businesses that provide high-value-added employment and economic opportunities.

(c). There is a public need to enhance economic activity in specific targeted areas of the City of Daytona Beach Shores, as identified by the City Council. The economic well-being of the citizens of the City of Daytona Beach Shores and the economic resources of the City of Daytona Beach Shores would be enhanced by the provision and implementation of selected economic development activities.

(d). To improve the prosperity and welfare of the City of Daytona Beach Shores and its inhabitants, it is necessary and is in the public interest for the City Council to establish and implement selected economic development activities and programs.

(e). Nothing in this Ordinance shall require the City Council to fund any activity or programs established in this Ordinance or otherwise established by the City Council relative to the economic development activities of the City.

SECTION TWO: CREATION OF ECONOMIC DEVELOPMENT PROGRAM.

(a). The City Council of the City of Daytona Beach Shores hereby creates and establishes the City of Daytona Beach Shores Economic Development Program.

(b). The purpose of the Program is to encourage the renovation, development, redevelopment and productive use of lands and buildings within the City Limits of the City of Daytona Beach Shores.

(c). In order to implement the Program set forth in this Section, the City Council may enter development agreements, under the provisions of the *Florida Local Government Development Agreement Act* as set forth at Sections 163.3220 through Section 163.3243, *Florida Statutes*, or enter such other agreements as the City Council determines are intended to enhance the high quality economic development of the City of Daytona Beach Shores.

(d). The development agreements referenced in Subsection (c) of this Section, may relate to either City-owned or non-City-owned real property and may, among other things, provide for, by way of example and not limitation, provisions such as the City providing to the purchaser of City-owned real property an up to a 10% rebate of the purchase price to allow the purchaser to use the funds to assist in the development of the real property or, if the development agreement relates to non-City-owned real property, once the purchaser of the land applies to the City relative

to the purchase price of the land and closes on the real estate transaction, the City would provide up to a 10% grant to assist the new owner of the land in order to assist in the build out the real property in a high quality plan of development. The City shall impose conditions in each development to prevent a buyer purchasing City-owned real property from holding the real property for investment purposes or implementing a flip of the real property. The City's goal is that the real property shall be expeditiously developed in a high quality manner for the benefit of the citizens of the City.

SECTION THREE: CREATION OF CITY OF DAYTONA BEACH SHORES ECONOMIC DEVELOPMENT PROGRAM TRUST FUND.

(a). A City of Daytona Beach Shores Economic Development Program Trust Fund is hereby established, into which such revenues from such funding sources, as determined by the City Council, shall be deposited and from which all expenditures related to the City's Economic Development Program shall be paid.

(b). Accounting and reporting procedures shall be consistent with controlling State law and reported to the City Council by the City Manager, or designee, at least annually.

(c). Expenditures for activities that are not related to the City's Economic Development Program shall not be permitted from the Trust Fund.

SECTION FOUR: CREATION OF ECONOMIC DEVELOPMENT COMMERCIAL LEASE SUBSIDY PROGRAM; RESPONSIBILITIES; POLICIES; PROCEDURES; ALTERNATIVE GRANT PROGRAM.

(a). The City Council of the City of Daytona Beach Shores hereby creates and establishes the "City of Daytona Beach Shores Economic Development Commercial Lease Subsidy Program" as well as programs that are of a similar nature..

(b). The purpose of the Program is to encourage the renovation and development and productive use of properties and buildings in the City of Daytona Beach Shores including, but not limited to, the expansion of existing tenancies, as solely and exclusively determined by the City Council based upon the economic development needs of the City as determined by the City Council. The Program will assist business owners to develop or redevelop properties. The Program will provide a subsidy, under appropriate circumstances, to subsidize leases relating to new businesses within the City over a 3 year period of time in order to assist selected businesses to commence economic activity and remain a going concern. Leases may be subsidized up to ~~40%~~ 30% for the first year of the lease, up to ~~%~~ 20% for the second year of the lease, and up to ~~30%~~ 10% for the third year of the lease; provided, however, that the total amount of the incentive under an agreement shall not exceed \$20,000.00. Existing businesses which desire to relocate to a larger space in the City which relocation will result in enhanced business operations or employment and businesses which extend a lease for a longer term of at least 3 years when the extension will result in enhanced business operations or employment shall also be eligible for the same benefits. Applications may be submitted and shall be evaluated in accordance with the application process set forth in this Ordinance. Generally, incentive grants made under this program shall be based upon the number of new jobs created, the desirability of the type of business for the City and the capital investment to be made.

(c). Only real property that is assigned a commercial, or similar, zoning classification consistent with the City's *Comprehensive Plan* and that will be used for a nonresidential or mixed use purpose (as set forth in a binding development agreement or development order) are eligible under the Program for lease subsidy assistance.

(d). Lease subsidies may be made only to, or for the benefit of, a tenant and may only be used for development and renovations to real property or lease payments as determined by the City Council.

(e). Normative lease underwriting criteria and documentation must be satisfied as part of the transaction to protect the City's interests, as determined under the authority and guidance of the Finance Director in conjunction with the City Attorney.

(f). Should the grantee cease conducting business on the real property during the term of the lease subsidy; the City's subsidy payments shall cease.

(g). The City shall not in any way guarantee any underlying loan or the lease relating to real property and the City does not pledge its full faith and credit to any extent by enacting or implementing this Ordinance and shall not be deemed to have done so to any degree or extent or to be a partner or co-venturer in any way.

(h). The lease subsidy applicant must submit documentation to the City detailing the proposed development or renovation to be performed on the real property as well as details concerning the proposed lease and business activities. If approved by the City Council, the City will then issue a letter approving the subsidy subject to normal underwriting criteria as determined under the authority and guidance of the Finance Director in conjunction with the City Attorney.

(i). Once the lease subsidy is approved, the applicant must submit full details of the proposed transaction to the City. The amount of the subsidy will then be fixed and the funds will be encumbered and appropriately released from time-to-time. Escrow accounts may be established in conjunction within City accounting systems or under the Finance Director with the City Attorney as needed.

(j). The lease subsidy documents shall include, but not be limited to, documents to be filed of record which protect the interests of the City and shall provide that the City Manager must be notified should the real property which is the subject of the lease be sold, transferred, assigned or encumbered in any way or if the lease is terminated or sought to be terminated.

(k). In the event that an owner of real property which would be otherwise eligible for lease subsidy funding has engaged in or entered a business relationship in a manner which the City determines is not conducive to a lease subsidy being granted by the City, the City may enter grant agreements with such applicants such as, by way of example only, facade or beautification grant agreements; provided that the City is attaining substantially or more of the same economic and other benefits that are substantially the same or greater than that the City would enjoy under a lease subsidy award. Such grants may be awarded under conditions that address the unique nature of the business arrangement within which context the real property is held or the business operated while substantially addressing legal requirements, benefits to the City and the purposes expressed, and protections afforded, the City as set forth in this Ordinance; provided, however, that the total amount of the grant under an agreement shall not exceed \$20,000.00.

(l). The City Council shall evaluate applications on the basis of such criteria as it deems appropriate and in the best interests of the City to include, but not be limited to, the following:

(1). Businesses that due to their success will attract other businesses to the City shall be encouraged to apply and participate.

(2). Renovation and development projects that will spur additional development and private investment shall be encouraged to apply and participate.

(3). Renovation and development projects that will attract desirable new businesses and create an effective merchandise mix shall be encouraged to apply and participate.

(4). Renovation and development projects that will have a substantial positive visual and aesthetic impact to the City shall be encouraged to apply and participate.

(5). Renovation and development projects that will result in filling vacant retail space shall be encouraged to apply and participate.

(6). Renovation and development projects that will increase real property value(s) shall be encouraged to apply and participate.

(7). Renovation and development projects that will increase employment opportunities within the City shall be encouraged to apply and participate.

(8). Renovation and development projects that work in favorable concert with other development within the City by providing enhanced activities for the City shall be encouraged to apply and participate.

SECTION FIVE: CREATION OF BUSINESS LOYALTY PROGRAM.

The owner of a business that has been in good standing with the City for at least 3 consecutive years by (1). timely paying its certificate of use fee, (2). timely paying any local business tax due, and (3). not having been found to have violated a City code or ordinance; shall be entitled, upon application filed with the City, to a waiver of 50% its certificate of use fee amount that was paid and the payments made for the local business tax for an up to 3 year period after the period of good standing. This Section shall not apply to businesses that relate to hotel, motels,

condominiums, home occupations or like businesses. In order to be eligible for the award under this Section, a business owner must annually file an application with the City which, upon approval, shall entitle the business to the waiver; provided, however, that waivers shall be authorized commencing in 2022.

SECTION SIX: IMPLEMENTING ADMINISTRATIVE ACTIONS.

(a). The City Manager, City Clerk and City Attorney are hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions to bring into effect the purposes and provisions of this Ordinance as such Charter officials may deem appropriate in their respective roles and functions under the *City*.

(b). Without limiting the generality of the foregoing provision, the City Manager is hereby directed to develop such other economic development initiatives as may be advisable and desirable and present those proposals to the City Council for review and action which initiatives may include, but shall not be limited to, the revision of City land development regulations and the City's *Comprehensive Plan* that will encourage and incentivize high quality development and redevelopment within the City that addresses the needs of the City.

(c). The City Manager shall also work with the City Council to develop a Citywide strategic plan to sustain the future of the City's economy which plan will outline the City's vision and mission and identify goals, strategies and tactics critical to improving business expansion, recruitment, retention and job creation in the City:

(d). The City Council and the City Manager shall engage in relations and communications with other agencies and entities of government and from the private sector in an effort to receive grants, funding and other benefits that will assist the economic development and redevelopment of the City.

SECTION SEVEN: SAVINGS; EFFECT OF ORDINANCE.

The prior actions of the City of Daytona Beach Shores in terms of the matters relating to the economic development of the City of Daytona Beach Shores and any and all actions of the City of Daytona Beach Shores pertaining thereto, as well as any and all related matters and processes and procedures of the City of an associated nature, are hereby ratified and affirmed.

SECTION EIGHT: CODIFICATION; SCRIVENER'S ERRORS.

(a). The provisions of Sections One through Six of this Ordinance shall be codified while the remaining Sections shall not be codified; provided, however, that the Code codifier shall take all actions necessary to implement the codification of the provisions of this Ordinance.

(b). Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

SECTION NINE: CONFLICTS.

All ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION TEN: SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION ELEVEN: EFFECTIVE DATE.

This Ordinance shall take effect immediately upon enactment.

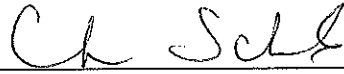
CITY OF DAYTONA BEACH SHORES, FLORIDA



NANCY J. MILLER, MAYOR

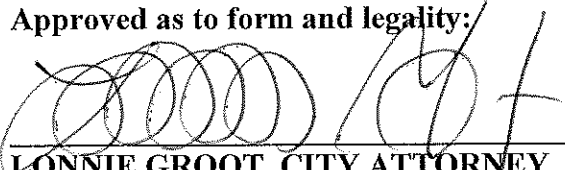


MICHAEL T. BOOKER, CITY MANAGER



CHERI SCHWAB, CITY CLERK

Approved as to form and legality:



LONNIE GROOT, CITY ATTORNEY

Passed on first reading the 25th day of June, 2019.

Passed on second reading the 9 day of July, 2019.

**CITY OF DAYTONA BEACH SHORES / COMMERCIAL LEASE
DEVELOPMENT / RENOVATION GRANT AGREEMENT FOR
3218 SOUTH ATLANTIC AVENUE**

THIS COMMERCIAL LEASE DEVELOPMENT / RENOVATION GRANT AGREEMENT (hereinafter, the “Agreement”) is made and entered into this ____ day of_____, 2020, by and between the CITY OF DAYTONA BEACH SHORES, a Florida municipality, whose mailing address is 2990 South Atlantic Avenue, Daytona Beach Shores, Florida 32118, hereinafter referred to as the “CITY”, and MILLIE’S KITCHEN, LLC, of 3218 S. Atlantic Avenue, as the Tenant/Lessee of business property known as the “**MILLIE’S RESTAURANT**” located at 3218 S. Atlantic Avenue, Daytona Beach Shores, Florida 32118 and is hereinafter referred to as “GRANTEE”.

WITNESSETH:

WHEREAS, the City Council of the CITY has enacted Ordinance 2019-06 to further its policy objectives of facilitating the establishment of new businesses, the expansion of existing businesses and for the general improvement of unsightly, unsafe, deteriorated or vacant and abandoned commercial properties, within a targeted geographical area of the CITY; and

WHEREAS, Ordinance 2019-06 authorizes a program of economic incentives designed to attract new businesses, which are presently underrepresented in the CITY, and to locate such businesses in the targeted area of the CITY for the purpose of providing residents and visitors a wider array of goods, services, entertainment and

dining options, additional employment opportunities and, at the same time, expand the tax base of the CITY and eradicate vacant, abandoned and underutilized properties; and

WHEREAS, the economic incentives afforded by the ordinance include, but are not limited to, matching grants to new or existing owners of commercial properties and/or new or existing tenants of commercial businesses in the CITY, subject to specific dollar limits and meeting certain other criteria established by the CITY, which grants may be used for interior buildouts, infrastructure and façade improvements, structural alterations and/or beautification; and

WHEREAS, City Council of the CITY has determined that the investment of public funds in the economic incentive program generally, and in this Agreement in particular, are in the public interest and provide for and accomplish a public purpose; and

WHEREAS, the City Council of the CITY has found and determined that the provisions of this Agreement are consistent with applicable law and implement the provisions of controlling legal authority.

NOW, THEREFORE, in consideration of the terms, provisions and covenants contained herein, the parties hereto do mutually agree as follows:

SECTION 1. RECITALS. The foregoing recitals are true and correct, form a material part of this Agreement upon which the parties have relied and are hereby adopted and incorporated by reference herein.

SECTION 2. PURPOSE AND TERM. Subject to the terms and conditions hereinafter set forth, the CITY shall provide a Commercial Lease Development /

Renovation Grant (hereinafter, "Grant") to the GRANTEE and the GRANTEE shall, in consideration for the receipt of said grant funds, make the following infrastructure, improvements to the business property located at 3218 S. Atlantic Avenue, Daytona Beach Shores, Florida 32118 (hereinafter, "the property"): an outdoor dining gazebo.

SECTION 3. TERMS AND CONDITIONS FOR PAYMENT OF GRANT FUNDS

(A). The CITY shall pay the Grant funds to the GRANTEE under the terms and conditions of this Agreement as follow:

1. The GRANTEE must be current in the payment of all taxes, fees, special assessments and charges for services and obligations owed to the CITY, the City of Port Orange or Daytona Beach (water), Volusia County, the State of Florida and the United States government, if any, related to the property, which are obligations of the GRANTEE under the lease agreement for the property, at or before and continuing throughout the period of time which this Agreement is in effect; and

2. The GRANTEE must not be in default of its obligations to any creditor at or before and continuing throughout the period of time of which this Agreement is in effect, specifically including obligations for the cost of the infrastructure, façade and/or beautification improvements for which the Grant is awarded under this Agreement; and

3. The GRANTEE must not be subject to any pending or threatened eviction, lien foreclosure or bankruptcy proceedings at or before and continuing throughout the time of which this Agreement is in effect; and

4. The GRANTEE shall notify the City Manager if the lease is

terminated or if GRANTEE has received notice of a default from the Landlord or other creditor; and

5. The GRANTEE must not be in violation of any code or ordinance of the CITY or of any State of Florida or Federal law or regulation governing the use and/or operation of the property at or before and continuing throughout the time of which this Agreement is in effect; and

6. The GRANTEE must not engage in any prohibited or nonconforming uses under the code, ordinances or regulations of the CITY or of any law or regulations of the State of Florida and the Federal Government at or before the time of payment by the CITY of the Grant funds under this Agreement; and

7. The GRANTEE must not engage in any business other than a business for which the property has been approved by the CITY at or before and continuing throughout the time of which this Agreement is in effect; and

8. The GRANTEE shall be required to submit such documentation as may be reasonably required by the CITY to verify compliance by the GRANTEE with the terms and conditions of this Agreement at or before and continuing throughout the time of which this Agreement is in effect.

9. The CITY has the right to inspect the completed work on the infrastructure, façade and/or beautification improvements to determine that such work was performed in a reasonable, workmanlike manner and conforms to all codes and regulations of the CITY at or before the time of payment by the CITY of the Grant funds under this Agreement.

10. The GRANTEE shall be responsible for the satisfaction and/or discharge of any mechanics lien(s) against the property due to the infrastructure, façade and/or beautification improvements under this Agreement at or before and continuing throughout the time of which this Agreement is in effect.

(B). If the GRANTEE is in violation of any of the terms and conditions of this Agreement, the CITY shall declare a forfeiture and no Grant funds shall be awarded to the GRANTEE, or if already paid, the GRANTEE shall promptly refund to the CITY the amount of Grant funds awarded under this Agreement.

SECTION 4. PAYMENT OF GRANT FUNDS BY CITY TO GRANTEE.

(A). Provided the GRANTEE is in compliance with all terms and conditions of this Agreement, the CITY shall pay to the GRANTEE an amount equal to one-half (½) of the total expenditures made by the GRANTEE for the infrastructure, façade and/or beautification improvements to the property based upon the lowest responsible bids received and approved by the CITY, upon satisfactory proof of payment by the GRANTEE as determined by the CITY, and for the total amount of Grant funds not exceeding \$20,000.00.

(B) GRANTEE shall produce proof to the City Manager, or his designee, of a minimum 3-year extension of the lease with the Landlord of the property at or before execution of this Agreement; and

(C) GRANTEE shall produce proof to the City Manager, or his designee, of any additional employees added as a result of the infrastructure, façade and/or beautification

improvements under this Agreement during the time of which this Agreement is in effect.

(D) GRANTEE shall complete all infrastructure, façade and/or beautification improvements under this Agreement within one (1) year after the effective date of this Agreement.

SECTION 5. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties hereto, and no right or case of action shall accrue upon or by reason hereon, to or for the benefit of any third party not a formal party hereto.

SECTION 6. ASSIGNMENT. This Agreement shall be binding on the parties hereto and their representatives and successors. Neither party shall assign this Agreement or the rights and obligations hereof to any other party.

SECTION 7. DEFAULT / PAYBACK.

(A). In the event of default by the GRANTEE or the CITY, the aggrieved party shall be entitled to any and all legal remedies available under Florida law.

(B). The aggrieved party shall give the defaulting party written notice of any defaults hereunder and shall allow the defaulting party thirty (30) days from the date of receipt to cure such defaults. Upon the failure to timely cure the default, the aggrieved party may cancel the Agreement by notice as provided below.

(C) If the GRANTEE relocates or closes its business location at 3218 S. Atlantic Avenue, Daytona Beach Shores, Florida 32118, at any time during the greater of i) the lease term or lease extension, or ii) the three (3) year period after the receipt by GRANTEE of grant funds, such occurrence shall constitute a default under this

Agreement, and GRANTEE shall be liable to the CITY for the prompt refund of all grant funds awarded under this Agreement.

SECTION 8. NOTICES. Any notice required or allowed hereunder shall be in writing and either (1) personally served upon a party, with an affidavit of service from the server or (2) sent by a commercial delivery service, restricted delivery, or (3) by US mail, certified delivery, with return receipt requested, to the designated address set forth above for that party or such other address as a party may specify by a prior written notice delivered in accordance herewith. If a party cannot be served in the manner prescribed above after two attempts, delivery may be accomplished by publication, one time, in a newspaper of general circulation. For purposes of notice to or by a party, the City Manager, or his designee, shall represent the CITY and Christopher Chibbaro shall represent the GRANTEE.

SECTION 9. THE GRANTEE'S MANDATORY COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES, AND PUBLIC RECORDS REQUESTS.

In order to comply with Section 119.0701, *Florida Statutes*, public records laws, the GRANTEE must:

(A). Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.

(B). Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(C). Ensure that public records that are exempt or confidential and exempt from

public records disclosure requirements are not disclosed except as authorized by law.

(D). Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the GRANTEE upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

(E). If the GRANTEE does not comply with a public records request, the CITY shall enforce the contract provisions in accordance with this Agreement.

(F). Failure by the GRANTEE to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the CITY. The GRANTEE shall promptly provide the CITY with a copy of any request to inspect or copy public records in possession of the GRANTEE and shall promptly provide the CITY with a copy of the GRANTEE's response to each such request.

(G). **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CHERI SCHWAB, CITY CLERK, (386) 763-5353, CSCHWAB@CITYOFDBS.ORG, 2990 SOUTH ATLANTIC AVENUE,**

DAYTONA BEACH SHORES, FLORIDA 32118.

SECTION 10. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be affected. To that end, the terms of this Agreement is declared severable.

SECTION 11. TIME OF THE ESSENCE. Time is hereby declared essence to the lawful performance of the duties and obligations contained in this Agreement.

SECTION 12. APPLICABLE LAW/VENUE. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Volusia County, Florida.

SECTION 13. ATTORNEYS FEES. In the event it becomes necessary to institute legal action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover all out-of-pocket expenses and costs and all reasonable attorneys fees, paralegal fees and associated fees and costs from the date of filing until the termination of litigation whether incurred at trial, on appeal, or otherwise.

SECTION 14. NONDISCRIMINATION. The GRANTEE agrees that it will not discriminate against any business invitee, employee or applicant for employment because of race, color, religion, sex, age, national origin or disability. The

GRANTEE, moreover, shall comply with all the requirements of the *Americans with Disability Act*, the regulations of the Federal government issued thereunder, and any and all requirements of State law related thereto.

SECTION 15. INTERPRETATION. The CITY and the GRANTEE agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

SECTION 16. MODIFICATION. This Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith, approved by the City Council of the CITY and the GRANTEE and executed by all parties to this Agreement.

SECTION 17. ENTIRE AGREEMENT: EFFECT IN PRIOR AGREEMENT. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, and agreements between parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

IN WITNESS WHEREOF, the parties hereto have hereunder executed this Agreement in the date and year first above written.

ATTEST:

CITY OF DAYTONA BEACH SHORES

Cheri Schwab, City Clerk

Nancy J. Miller, Mayor

Michael T. Booker, City Manager

Approved as to form:

Gretchen R. H. Vose, City Attorney

ATTEST:

By:

CHRISTOPHER CHIBBARO, Grantee



CITY COUNCIL AGENDA MEMORANDUM
JUNE 9, 2020 AGENDA

TO: Honorable Mayor and Members of the City Council
FROM: Kurt Swartzlander, Finance Director
PREPARED BY: Kurt Swartzlander, Finance Director
SUBJECT: FY 2019-20 Budget Amendment for Re-entry into Florida Retirement System

SYNOPSIS:

Previously the City Council on 12/10/2019 approve the re-entry into the Florida Retirement System for the general employees. While council approved the expenditure a formal budget amendment is required for the expenditure.

FISCAL IMPACT STATEMENT:

It was originally estimated that in a "worst case scenario" it would cost the city no more than \$380,000 in additional funding over the existing account balances from existing retirement plans that would be forfeited back to the city. The total cost to the city was \$2,898,135.92. Total contributions toward this cost from the existing retirement plans was \$2,723,034.26. This resulted in an actual cost to the city of \$175,101.66 based on the actual plan re-entry choices of all eligible employees and plan earnings through 1/31/2020.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

Approve Resolution 2020-14 as written.

- ATTACHMENT:**
1. RESOLUTION 19-20 Bud Amendment FRS Re-Entry
 2. FRS Budget Amendment

RESOLUTION 2020 - 04

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, AMENDING THE GENERAL FUND BUDGET AND SEWER FUND BUDGET, PROVIDING FOR APPROPRIATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has found it desirable to rejoin the Florida Retirement System(FRS) under Resolution 2019-23 adopted on 12/10/19; and,

WHEREAS, The city council had approved funding for the purpose of re-entry for the general employees into the FRS

WHEREAS, a budget amendment is required to include the purchase in the budget.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA:

SECTION ONE: The Fiscal Year 2019-20 budget shall be amended as shown in Attachment A.

SECTION TWO: This Resolution shall be effective immediately upon its adoption.

CITY OF DAYTONA BEACH SHORES, FL

NANCY MILLER, MAYOR

MICHAEL T. BOOKER, CITY MANAGER

CHERYL SCHWAB, CITY CLERK

Approved as to form and legality:

GRETCHEN R. H. "BECKY" VOSE, CITY ATTORNEY

Adopted on first reading this _____ day of _____, 2020.

Attachment A

City of Daytona Beach Shores Budget TransferAmendment Form

Fiscal Year 2019-2020

TRANSFER FROM ACCOUNTS:

	ACCOUNT KEY		Dept. Name	Transfer Amount (Round to 100s)	Funds AVAILABLE Support Rationale
	Fund/Dept. Code	Object Code			
A	13390	81600	General Fund Fund Balance	\$132,300	Funding required for re-entry into Florida Retirement System
B	43990	81600	Sewer Fund Retained Earnings	\$42,900	Funding required for re-entry into Florida Retirement System
C					
D					
E					
F					
G					
TOTAL OUT				\$175,200	

TRANSFER TO ACCOUNTS:

	ACCOUNT KEY		Dept. Name	Transfer Amount (Round to 100s)	Funds REQUIRED Support Rationale
	Fund/Dept. Code	Object Code			
A	15690	90999	General Fund	\$132,300	Funding required for re-entry into Florida Retirement System
B	45350	90999	Sewer Fund	\$42,900	Funding required for re-entry into Florida Retirement System
C					
D					
E					
F					
G					
TOTAL IN				\$175,200	

Transfer Prepared By: K. Swartzlander
Name

Approval: N/A Finance Director

N/A City Manager

2020-14 City Council Resolution

Entered In Curr.Yr. Budget _____ Entered in Transfer File _____ Entered in Mnth.Bud.Rpt _____ To G/L Date _____



CITY COUNCIL AGENDA MEMORANDUM
JUNE 9, 2020 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM:

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Ordinance 2020-07 related to prohibited parking on S. Atlantic Avenue

SYNOPSIS:

This item was requested by Vice Mayor Bryan to be drafted and included in the agenda. This ordinance will help ensure safety in pedestrian crosswalks.

FISCAL IMPACT STATEMENT:

BACKGROUND:

There are times when large vehicles are parked on S. Atlantic Avenue and they impair the visibility of pedestrians in the crosswalk. This proposed ordinance will ensure a minimum of 20 feet in clearance between a large vehicle and the crosswalk.

LEGAL REVIEW:

This ordinance was drafted and approved by the City Attorney.

RECOMMENDATION:

Staff recommends approving the motion.

SUGGESTED MOTION:

I move to approve Ordinance 2020-07 on first reading.

ATTACHMENT: 1. Ord 2020-07 vehicles stopping on A-1-A

ORDINANCE 2020-07

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, RELATING TO PARKING ON ATLANTIC AVENUE AND ADDING RESTRICTIONS WHICH WILL ALSO BE APPLICABLE TO DUNLAWTON BOULEVARD; AMENDING THE *CODE OF ORDINANCES*, BY AMENDING CHAPTER 22, ENTITLED “PARKING”, SECTION 22-6, NOW ENTITLED “PROHIBITED PARKING ON ATLANTIC AVENUE” BUT REVISING TITLE TO “PROHIBITED PARKING ON ATLANTIC AVENUE AND DUNLAWTON BOULEVARD”; PROVIDING FOR ENFORCEMENT AND PENALTIES, A SAVINGS PROVISION, CODIFICATION, CONFLICTING ORDINANCES, SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, *Constitution of the State of Florida*, authorizes the City of Daytona Beach Shores to exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, a significant safety issue in the City of Daytona Beach Shores is created when delivery vehicles have to deliver or pick up something to or from a condominium or other location on Atlantic Avenue or Dunlawton Boulevard, and such vehicles cannot go up on the adjacent parking deck; and

WHEREAS, under the above described conditions, pedestrians desiring to cross Atlantic Avenue or Dunlawton Boulevard in a crosswalk are often forced to walk behind the parked delivery vehicle, making it difficult for the drivers going in the opposite direction from seeing the pedestrians; and

WHEREAS, the City Council of the City of Daytona Beach Shores desires to appropriately address the safety concerns of parking on Atlantic Avenue and Dunlawton Boulevard through the regulation of such parking as set forth in this ordinance; and

WHEREAS, the City Council of the City of Daytona Beach Shores recognizes that parking on Atlantic Avenue and Dunlawton Boulevard can be regulated so as to not adversely impact the public health, safety and welfare; and

WHEREAS, the City Council of the City of Daytona Beach Shores has deemed approval of this Ordinance to be in the best interest of the businesses, visitors, residents and citizens of the City of Daytona Beach Shores, and to be necessary for the health, safety and welfare of the community; and

WHEREAS, the City of Daytona Beach Shores has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance; and

WHEREAS, this Ordinance is consistent with the goals, objectives and policies of the *Comprehensive Plan of the City Daytona Beach Shores*; and

WHEREAS, for purposes of this Ordinance, underlined type shall constitute additions to the original text, *** shall constitute ellipses to the original text and strikethrough shall constitute deletions to the original text.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA THAT:

SECTION ONE: The City Council of the City of Daytona Beach Shores hereby amends the *Code of Ordinances of the City of Daytona Beach Shores*, Chapter 22, entitled “Traffic,” by amending Section 22-6, now entitled “Prohibited parking on Atlantic Avenue” as follows:

CHAPTER 22 – TRAFFIC

Sec. 22-6. - Prohibited parking on Atlantic Avenue and Dunlawton Boulevard.

- (a) *Large vehicles prohibited.* All vehicles in a size which exceeds seven feet in height and 18 feet in length are prohibited from parking on the right-of-way of Atlantic Avenue and of Dunlawton Boulevard within the city limits.
- (b) *Commercial or service vehicles.* Commercial or service vehicles exceeding the height and length described in paragraph (a) may park on Atlantic Avenue for a period of 30 minutes, for the purposes of loading and unloading and servicing businesses directly abutting Atlantic Avenue provided, however, no parking of such vehicles shall be permitted in the northbound lane within a 20 foot distance south of any crosswalk, and no parking of such vehicles shall be permitted in the southbound lane within a 20 foot distance north of any crosswalk, whether or not such crosswalk is at an intersection.
- (c) *Public utility and emergency vehicles.* Public utility and emergency vehicles performing routine or emergency maintenance or conducting their official duties are specifically exempt from the provisions of this section.
- (d) *Special permit.* Any person or entity wishing to park a vehicle exceeding the size described in paragraph (a) on Atlantic Avenue may apply to the city police department for a special permit, for a period not to exceed 24 hours. This permit may be issued after a determination by the director of public safety as to the special necessity of the parking of the vehicle and of the effect the parking will have on the safety of pedestrians and vehicles on Atlantic Avenue as applicable.
- (e) *Prohibition.* It is prohibited and unlawful for any person to fail to comply with the requirements of this section.
- (f) *Enforcement.* The City may enforce the provisions of this section by any lawful means available to the City under the controlling provisions of State law and through the issuance

of administrative citations under Section 2-29, Supplemental means of enforcing city codes and ordinances/ administrative citation of this Code of Ordinances.

- (g) Penalties. The penalties for violation of this section shall be as set forth by resolution of the City Council or as may be available under the controlling provisions of State law.

SECTION TWO: SAVINGS. The prior actions of the City of Daytona Beach Shores relating to temporary promotional activities are hereby ratified and affirmed.

SECTION THREE: CODIFICATION. The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Code of Ordinances of the City of Daytona Beach Shores, Florida* and the Sections of this Ordinance may be renumbered or relettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections Two, Three, Four, Five, and Six shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION FOUR: CONFLICTS. All ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION FIVE: SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION SIX: EFFECTIVE DATE. This Ordinance shall take effect immediately upon enactment.

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY MILLER, MAYOR

MICHAEL T. BOOKER, CITY MANAGER
Approved as to form and legality:

CHERI SCHWAB, CITY CLERK

GRETCHEN R. H. "BECKY" VOSE, CITY ATTORNEY

Passed on first reading this _____ day of _____, 2020.

Adopted on second reading this _____ day of _____, 2020.



**CITY COUNCIL AGENDA MEMORANDUM
JUNE 9, 2020 AGENDA**

TO: Honorable Mayor and Members of the City Council

FROM:

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Approval of Contract with Vose Law Firm LLP for Legal Services

SYNOPSIS:

This is the contract provided by the Vose Law Firm for legal services. The flat rate monthly fee is \$8,750.00.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

The contract was prepared by the Attorney Becky Vose.

RECOMMENDATION:

To approve the contract.

SUGGESTED MOTION:

I move to approve the contract with the Vose Law Firm.

ATTACHMENT: 1. CITY ATTORNEY CONTRACT 2020

CITY OF DAYTONA BEACH SHORES
CONTRACT FOR LEGAL SERVICES AS CITY ATTORNEY

THIS CONTRACT is made and entered into this 1st day of June, 2020, by and between the CITY OF DAYTONA BEACH SHORES, FLORIDA, hereinafter the “City,” and VOSE LAW FIRM LLP, hereinafter referred to as the “City Attorney.”

WITNESSETH

WHEREAS, the City Attorney is a law firm made up of attorneys who are duly licensed, authorized and admitted to practice law in the State of Florida, and each of the attorneys is also a member in good standing of the Volusia County Bar Association; and

WHEREAS, the City is a Florida municipality in need of legal services in order to serve the public and provide quality municipal governance; and

WHEREAS, the City desires to retain the City Attorney to provide legal services as City Attorney for the City; and

WHEREAS, the City Attorney has agreed to serve in such capacity for the City and perform the duties of City Attorney as defined in the Charter and Code of Ordinances of the City; and

WHEREAS, Article IV, “City Attorney,” of the Charter of the City of Daytona Beach Shores, provides:

ARTICLE IV. - CITY ATTORNEY

Sec. 4.01. - Duties and responsibilities.

The city council shall appoint a city attorney who shall act as the legal adviser to, and attorney and counselor for the city and all of its elected and appointed officers, all departments and divisions of the city government, and all regulatory and advisory boards in all legal matters relating to their official duties. The city attorney shall prepare and/or review all contracts, bonds and other instruments in which the municipality is concerned, and shall endorse on each his or her approval of the form and correctness thereof.

Sec. 4.02. - Assistant city attorneys and city prosecutor.

The city council may authorize the city attorney to employ one or more assistants, a city prosecutor, and to engage special counsel where the circumstances of a particular case warrant, subject to the approval of the terms of the contract by the council as to compensation and the services to be rendered.

Sec. 4.03. - Qualification and appointment of city attorney.

The city attorney and any assistant city attorney shall be licensed to practice law in the State of Florida, and shall be a member of the Volusia County Bar Association in good standing. He or she shall not be required to be a registered elector residing in the municipality. He or she shall be appointed by the city council for an indefinite term by a four-fifths vote of the council; shall serve at the pleasure of the city council and shall be compensated as determined by the council. In addition to the specific duties imposed under this article, the city council may assign additional professional duties to the city attorney so long as they are not inconsistent with general law or this charter. The city attorney may be removed at any time by four-fifths vote of the full council.

NOW, THEREFORE, in consideration of the foregoing, and the premises and the promises, covenants and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties the City and the City Attorney agree as follows:

1. The City Attorney has been selected by and shall serve under the City Council as set forth in Article IV of the City's Charter. The City Attorney shall work *with* the City Manager and the City Staff, but shall work *for* and shall be accountable *to* the City Council.

2. The City Attorney has been appointed by the City Council as set forth in Article IV of the City's Charter, and may be removed at any time by a four-fifths vote of the full City Council. Should the City Attorney terminate the contract, it shall give no less than sixty (60) days advance written notice.

3. The City Attorney shall represent the City as its City Attorney in all of its legal matters except for insurance defense (covered by the City's insurance company), and primary bond counsel, (the City Attorney would serve as local bond counsel).

4. The City Attorney shall provide for the prosecution and defense of litigation on behalf of the City and provide legal services to the City Council, the City Manager, City departments and City boards, committees and agencies, and shall monitor litigation involving the City which is being handled by other counsel. The City Attorney shall attend all City Council meetings as requested and, as needed, workshops and other meetings of the City and its boards, committees and agencies. The City Attorney shall perform such other professional duties as may be required by ordinance, resolution or motion of the City Council or as are prescribed for city attorneys under Federal and State laws. The City Attorney shall assist the City Council in its development of policy, but shall not engage in policy matters in its own accord. The City Attorney shall address individual legal inquiries of all members of the City Council, but shall serve the City Council as a corporate body and the local governing body of the City under controlling Florida law. The City Attorney shall take such action, under its discretion and under controlling law, to provide the City with appropriate legal guidance and appropriate response to legal inquiries.

5. Should the City Attorney have an unavoidable conflict, (none of which are anticipated, and which the City Attorney agrees not to intentionally create), the City Attorney shall assist the City in retaining appropriate legal counsel for the matter in which the conflict exists.

6. The attorneys providing services on behalf of the City Attorney shall be members in good standing of The Florida Bar and of the Volusia County Bar Association.

7. The City Attorney shall be available as appropriate for legal workshops for the City and its boards, committees and agencies to discuss pending City legal issues and to provide for adequate training for the members of such bodies and City staff to ensure, to the maximum extent practicable, a high quality and high functioning municipal government for the City. The City Attorney is encouraged to be involved in local events and activities, but shall not be involved in City political campaigns.

8. The City Attorney shall be compensated at the monthly rate of \$8,750.00, which will be paid in arrears by the City in accordance with its normative processes and procedures. No itemization of specific work performed shall be required or provided. This compensation shall cover all general and litigation legal services, and there shall be no additional charges for travel time, travel expenses, or legal research tools such as Westlaw or Lexis. With regard to other out of pocket expenses, (such as court reporter fees, or filing fees), the City Attorney may transmit invoices in the name of the City for services to the City for payment in accordance with its normative processes and procedures, or may advance such expenses and separately bill the City therefor. Partial months of service shall be compensated based upon a daily rate determined by dividing the monthly rate by the number of days in the month and multiplying such quotient by the number of calendar days included in the term of the contract.

9. The City Attorney shall take all actions that reflect highly upon the City and shall act in a manner that advances the City and its programs, projects and activities.

10. Pursuant to Florida Statutes, Section 119.0701, the City Attorney agrees to:

- a) Keep and maintain public records required by the City to perform the service.
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under City's procedures or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the City Attorney does not transfer the records to the City.
- d) Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the City Attorney or keep and maintain public records required by the City to perform the service. If the City Attorney transfers all public records to the

City upon completion of the contract, the City Attorney shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City Attorney keeps and maintains public records upon completion of the contract, the City Attorney shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CITY ATTORNEY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY ATTORNEY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CHERI SCHWAB, CITY CLERK
(386) 763-5353
CSCHWAB@CITYOFDBS.ORG
2990 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES
FLORIDA 32118.**

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the day and year indicated above and the signatories below to bind the parties set forth herein.

ATTEST:

CITY OF DAYTONA BEACH SHORES

Cheri Schwab, City Clerk

Nancy J. Miller, Mayor

Michael T. Booker, City Manager

VOSE LAW FIRM LLP

Gretchen R. H. Vose, Esq.